

GRANT DEED OF LANDSCAPE EASEMENT TO
PREVIOUS OWNER

February 1, 2000



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder

RECORDED AT THE REQUEST OF:

DOC- 2000-0021314-00

WHEN RECORDED, RETURN TO:
Blackhawk Homeowners Association
4125 Blackhawk Plaza Circle, #230
Danville, CA 94506

Check Number
T, FEB 01, 2000 15:03:15
MIC \$1.00 MOD \$5.00 REC \$12.00
TCF \$7.00 NCP \$24.00
Tot Pd \$52.00
Nbr-0006798335
ros/R7/1-8

No Transfer Tax
Landscape Easement Only

**GRANT OF EASEMENT
ON CONDITION SUBSEQUENT**

THIS GRANT OF EASEMENT (the "Grant") is made from Blackhawk Homeowners Association, a California non-profit corporation, ("Grantor") to **C. JAMES JENSEN and GERALDINE L. JENSEN, husband and wife** ("Grantee").

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor grants to Grantee an easement (the "Easement") described in Exhibit "A" hereto over, under, across, upon and through that certain parcel of land described in Exhibit "B" hereto (the "Servient Tenement") which easement shall be appurtenant to the parcel of land described in Exhibit "C" hereto (the "Dominant Tenement").

This Grant is conditioned upon the limitations in use as hereinafter provided and is subject to the reservation to Grantor of the rights of entry, occupancy and use.

Except as otherwise provided herein, Grantee shall enjoy the exclusive use and occupancy of the Easement area; provided, however, Grantee, for itself, its successors and assigns, hereby agree that (i) no permanent structure (including, but not by way of limitation, swimming pools, ponds, spas or tennis courts), and (ii) no grading or earthwork may be constructed, installed or maintained on any portion of the real property described in Exhibit "A". This covenant is intended for the benefit of Grantor and may be enforced by Grantor.

This Grant is made upon the condition that, and Grantee for itself, its successors and assigns covenants and agrees with Grantor, its successors and assigns that, Grantee shall use and maintain Easement area only in a manner consistent with the requirements and limitations permitted for "Private Areas" under that certain Declaration of Covenants, Conditions and Restrictions for Country Club at Blackhawk Improvement Association, as amended (the "Declaration") originally recorded on October 10, 1979, in Book 9570 at Pages 42 et seq. of the Contra Costa County Records. Grantor hereby reserves the same rights of entry, occupancy and use as provided to the Grantor for Lots and Private Area under the Declaration.

No improvements may be constructed on the Easement area unless the improvements are approved by the Architectural Review Committee referred to in the Supplemental Declaration of Covenants, Conditions and Restrictions for **Subdivision 5443 recorded on February 2, 1981 in Book 10188 of Maps, page 439 in the Official Records of the County of Contra Costa** or by an Association Committee appointed by the Board of Directors of Grantor in accordance with Article XV of the Declaration.


If Grantee, its successors or assigns fails to use and maintain the Easement area in accordance with the standards established in the Declaration or in accordance with standards established by any homeowners association or other governing body acting pursuant to any powers vested in such body under the Declaration, then, provided that Grantee has not had less than thirty (30) days prior written notice of the deficiency and has failed to cure such deficiency during the period, Grantor, its successors and assigns, at its election may either (a) bring a suit for specific performance of Grantee's covenants hereunder or an action for damages arising from Grantee's breach thereof or (b) reenter and repossess the Easement area whereupon the Easement and all rights and interest therein shall be terminated. In connection with Grantor's election to exercise its rights under clause (b) above, Grantor, its successors, and assigns shall be entitled to receive a reconveyance of the Easement in accordance with Section 1109 of the California Civil Code and Grantee, for itself, its successors and assigns covenants to execute a quitclaim deed or other instrument of reconveyance immediately upon Grantor's, its successors' or assigns' re-entry upon and repossession of the Easement area.

Grantee for itself, its successors and assigns hereby agrees to indemnify and hold harmless Grantor, its successors and assigns from any liabilities, claims, demands, damages and costs arising out of (i) the natural condition of the lands the use of which is transferred to Grantee by this instrument, and (ii) the maintenance or use of such lands by Grantee, its successors and assigns.

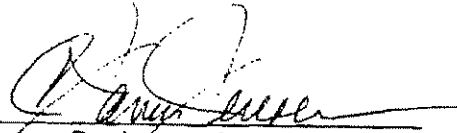
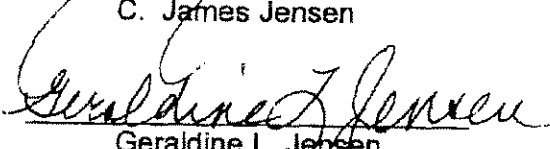
GRANTOR:

Blackhawk Homeowners Association,
A California non-profit corporation

by:


Linda Appleton
President

GRANTEE:

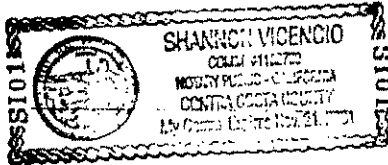

C. James Jensen

Geraldine L. Jensen

State of California)
) ss.
County of Contra Costa)

21314

On November 29, 1999, before me, Shannon Vicencio
personally appeared James Jensen — personally known to me (or 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.

WITNESS my hand and official seal.

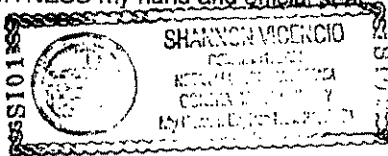


Shannon Vicencio
Notary Public

State of California)
) ss.
County of Contra Costa)

On November 29, 1999, before me, Shannon Vicencio
personally appeared Geraldine L. Jensen — personally known to me (or 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.

WITNESS my hand and official seal.



Shannon Vicencio
Notary Public

State of California)
) ss.
County of Contra Costa)

On December 13, 1999, before me, Patricia A. Williams
personally appeared Linda Appleton, President personally known to me (or 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.



Patricia A. Williams
Notary Public

21314



DAVID EVANS AND ASSOCIATES, INC.

500 Executive Plaza
Suite 105
San Ramon,
California 94583
Tel: 925.382.4086
Fax: 925.382.4088

PROPERTY DESCRIPTION

REAL PROPERTY IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL C AS SHOWN ON THE MAP OF SUBDIVISION 5443 FILED AUGUST 13, 1980, IN BOOK 244 OF MAPS AT PAGE 24, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 32 AS SHOWN ON SAID MAP OF SUBDIVISION 5443; THENCE SOUTH 82°47'41" WEST, 4.53 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 31.00 FEET THROUGH A CENTRAL ANGLE OF 186°28'35" AN ARC DISTANCE OF 100.89 FEET; THENCE NORTH 76°19'06" EAST, 8.00 FEET TO THE WEST LINE OF SAID LOT 32; THENCE ALONG SAID WEST LINE OF LOT 32, NORTH 13°40'47" WEST, 61.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,003 SQUARE FEET MORE OR LESS.

END OF DESCRIPTION.

DAVID F. YARRINGTON, P.L.S. 5996
EXP.: 12-31-2000



00000001/4/02

REMAINDER OF STAR

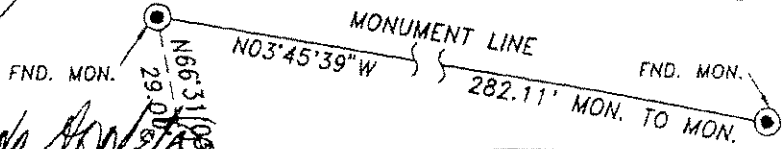


21314

WILD OAK COURT

SCALE: 1" = 30'

Approved By: *Linda Apolita*
James Jensen
Linda Apolita
 11/29/99



FND. 1/2" IRON PIPE W/CAP
 $\Delta = 31'42'33"$
 $R = 23.00'$
 $L = 12.73'$

R=47.00'
 $\Delta = 91'56'54"$
 $L = 75.43'$
 FND. 1/2" IRON PIPE
 P.L.S. NO. 5342

31

SUBD. 5443

LOT 32

244 M 24

101 WILD OAK COURT

11-8-99
 Approved
R. Duke
 CDD

33

FND. 1/2" IRON PIPE
 LS 5342

PROPOSED LOT LINE ADJUSTMENT
 99 Sq/Ft

RETAINING WALL W/IRON FENCE

SET 5/8" IRON PIPE
 P.L.S. NO. 5996

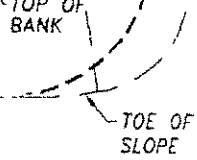
POOL EXCAVATION

120.00'
 N13°40'57"W

36

PROPOSED EASEMENT
 1,104 Sq/Ft

PARCEL C



LEGEND:

- FOUND STANDARD CONTRA COSTA COUNTY STREET MONUMENT
- FOUND IRON PIPE (SIZE & TAG NO. AS SHOWN)
- SET IRON PIPE (SIZE & TAGE NO. AS SHOWN)

DAVID EVANS & ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS 5000 EXECUTIVE PARKWAY - SUITE 125 SAN RAMON CALIFORNIA 94583 (510) 867-3380 FAX (510) 867-3388			
NO.	BY	DATE	REVISIONS

JAMES JENSEN
**PROPOSED LOT LINE
 ADJUSTMENT AND EASEMENT
 101 WILD WOOD COURT**

DRAWN BY: Dfy	DATE: 10/8/97
CHECKED BY:	SCALE: 1" = 30'
JOB NO. GVAS0001	REF.
DWG. LOC. D:\P\GVAS0001\PLATH04.DWG	
SHEET 1	OF 1

21314

EXHIBIT "B"
DESCRIPTION OF SERVIENT TENEMENT

Parcel C as shown on the Map of Subdivision 5443 recorded on February 2, 1981 in Book 10188 of Maps, page 439, Contra Costa County Records.

21314

EXHIBIT "C"
DESCRIPTION OF DOMINANT TENEMENT

Lot 32, as shown on the map of Subdivision 5443 recorded on February 2, 1981 in Book 10188 of Maps, page 439, Contra Costa County Records.

21314

EXHIBIT "D"

Grantor hereby reserves with respect to the grant of Easement the same rights of entry, occupancy and use as provided to the Grantor for Lots and Private Area under that certain Declaration of Covenants, Conditions and Restrictions of Country Club at Blackhawk Improvement Association, as amended, originally recorded on October 10, 1979, in Book 9570 at Pages 42 et seq. of the Contra Costa County Records.

The Grantor hereby further reserves with respect to the grant of Easement the right to grant to others any additional easements over the Easement area.

END OF DOCUMENT