RECORD WITHOUT FEE
PURSUANT TO GOVERNMENT CODE § 6103

RECORDING REQUESTED BY:
Office of the City Attorney
City of Santa Clara, California

WHEN RECORDED, MAIL TO:
City of Santa Clara
City Clerk's Office
1500 Warburton Avenue
Santa Clara, California 95050

Form per Gov't Code Section 27361.6 SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

The undersigned declares that this document is recorded at the request of and for the benefit of the City of Santa Clara and therefore is exempt from the payment of the recording fee pursuant to Government Code §6103 and 27383 and from the payment of the Documentary Transfer Tax pursuant to Revenue and Taxation Code §11922.

EBIX Insurance No. S200005608

PRIVATE RECREATIONAL AMENITY AGREEMENT

BETWEEN

THE CITY OF SANTA CLARA,

a chartered California municipal corporation,

AND

WESTLAKE RYDER SQUARE, LLC,

a Delaware limited liability company

AND COVENANTS AND RESTRICTIONS FOR

PRIVATE RECREATIONAL AMENITIES

PREAMBLE

This PARKLAND AGREEMENT ("Agreement") is entered into between the CITY OF SANTA CLARA, a chartered California municipal corporation ("City") and Westlake Ryder Square, LLC, a Delaware limited liability company ("Developer"). City and Developer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

City and Developer enter into this Agreement on the basis of the following facts, understandings and intentions, and the following recitals are a substantive part of this Agreement.

A. Developer intends to redevelop a 3.8 acre site within the Lawrence Station Area Plan and construct a 328 unit apartment project ("Development"), subject to conditions, on certain real property located at 3517 Ryder Street (APN 216-34-052), in the City of Santa Clara, County of Santa Clara, State of California.

B. Under the provisions of Santa Clara City Code ("SCCC") Chapter 17.35 ("Park and Recreational Land Dedication Ordinance"), every person who constructs or causes to be constructed a dwelling unit or dwelling units or who subdivides residential property shall dedicate land for neighborhood and community parks, pay a fee in lieu thereof, or provide a combination of such dedication and fee, at the discretion of the City ("Parkland Dedication Requirement"). A developer that provides private active recreational amenity space may request to receive credit against the amount of parkland dedication or the amount of the parkland in-lieu fee ("Parkland Fees").

C. Developer is the fee title owner of that certain real property located in the City and more particularly described in **Exhibit A** attached hereto (the "Development Project Site").

D. The City's Architectural Review Committee approved the Development on August 20, 2020. As part of those approvals, City accepted a fee in lieu of parkland dedication totaling Ten Million, Fifty-Three Thousand, Five Hundred Twenty-Eight Dollars ($10,053,528) as the Development's Parkland Dedication Requirement.

E. In order for Developer to satisfy Developer's Parkland Dedication Requirement, Developer and City desire to enter into this Agreement pursuant to which Developer shall satisfy Development's Parkland Dedication Requirement as follows:

   i. Install private recreational amenity improvements as described in **Exhibit B** ("Private Improvements") within the Development in conjunction with the construction of the Development in accordance with the requirements of the Conditions of Approval and for which Developer is also eligible to receive credit of One Million, Five Hundred Two Thousand, Nine Hundred Sixty-Five Dollars ($1,502,965) against its Parkland Dedication Requirement as set forth in the Park and Recreational Land Ordinance and this Agreement.

   ii. Pay City Mitigation Fee Act ("MFA") Parkland Fees in the amount of Eight Million, Five Hundred Fifty Thousand, Five Hundred Sixty-Three Dollars ($8,550,563).

City's Director of Parks & Recreation ("Director"), or designee, is charged with the administration of this Agreement. The Director or their designee is responsible for the review, inspection, approval, and acceptance on behalf of the City of the Private Improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Developer shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Development Project Site
Exhibit B – Private Recreational Amenity Improvements Plan
Exhibit C – Parkland Requirements, Fees and Credit Summary
Exhibit D – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Effective Date and Term. The Effective Date is the date that the City executes the Agreement. The term ("Term") of this Agreement shall commence on the Effective Date and shall continue for a period of 5 years, unless sooner terminated or extended as hereinafter provided.

Expiration. Following expiration of the Term or any extension, or if sooner terminated, this Agreement shall have no force and effect, subject, however, to post-termination obligations of Developer and City.

3. REPRESENTATIONS AND WARRANTY

Developer represents and warrants to City that the following facts are true and correct:

A. The documents approved by the City Architectural Review Committee on August 20, 2020 remain true and correct in all material respects.

B. Any and all documents provided to City pursuant to the terms of this Agreement, or in connection with the execution of this Agreement, are now in full force and effect

and contain no inaccuracies or misstatements of fact. Developer covenants that if any of these documents contain inaccuracies, misstatements or have become obsolete, Developer shall notify City and provide City with the information required to render the documents accurate, complete and current.

C. Developer has the legal ability to enter into this Agreement and Developer's signatories to this Agreement is (are) duly authorized to sign this Agreement on its behalf. In the event the Developer is not the legal owner(s) of the real property identified, the legal owner(s) shall also be required to execute this Agreement and shall be subject to all terms, conditions, and obligations of this Agreement.

4. CREDIT FOR PRIVATE RECREATIONAL IMPROVEMENTS

A. The Development is eligible to receive credit for private recreational improvements pursuant to the Park and Recreational Land Dedication Ordinance. The itemized inventory and description of the private recreational improvements to be included in the Development by Developer that will receive credit pursuant to Chapter 17.35 is set forth in **Exhibit C**. Developer shall complete the installation of the private recreational improvements described in **Exhibit C** on or before the issuance of a final certificate of occupancy for the Development. The final certificate of occupancy for the Development shall not be issued, unless and until, all private recreational improvements have been constructed, accepted at City's discretion, and in full compliance with this Agreement, and all Parkland Fees are paid.

B. With respect to any credit for private recreational improvements which have not been completed pursuant to Section 5A of this Agreement, Developer shall be ineligible for credit and shall be required to pay all applicable Parkland Fees in accordance with the fee rate in effect at the time of this Agreement or the amount of the credit received, whichever is greater, as set forth in the Park and Recreational Land Dedication Ordinance.

C. Developer acknowledges and agrees that use of the private recreational improvements shall be restricted for active recreation uses by a recorded covenant which runs with the land in favor of the future owners/renters of the residential units located within the Development and which expressly cannot be defeated or eliminated without the consent of the City.

D. Developer acknowledges and agrees that Developer shall not receive any credit for eligible private recreational improvements pursuant to Park and Recreational Land Dedication Ordinance except those private recreational improvements that are set forth in **Exhibit C** and constructed in full compliance with this Agreement.

5. COMPLIANCE WITH THE PARK AND RECREATIONAL LAND DEDICATION ORDINANCE

A. City acknowledges and agrees that Developer's performance of this Agreement shall satisfy Developer's obligations under the City's Park and Recreational Land

Dedication Ordinance for the residential units identified in the City Architectural Review Committee Hearing approval on August 20, 2020 for the Development. Provided that Developer is not in material default hereunder, and provided further that Developer satisfies all other terms, conditions, and requirements associated with the Development and this Agreement, City shall issue all building permits necessary for the residential units identified in the City Architectural Review Committee Hearing on August 20, 2020.

B. The Parties acknowledge and agree that the calculation of the Developer's Parkland Dedication Requirement is accurately set forth in **Exhibit C**, including the parkland dedicated, the calculation of the Parkland Fees, the credits for the Private Recreational Improvements ("Credits), and any other fees, charges, or reimbursements. Developer shall pay to City the Parkland Fees specified in accordance with the payment instructions set forth in **Exhibit C**.

C. In the event there is an increase in the number of residential units to be built, a change in the dwelling unit type, or any change to the private amenity area calculations, Developer agrees to immediately notify the Director and to provide additional parkland and/or pay such additional Parkland Fees as required by the Park and Recreational Land Ordinance. Where Developer makes such a notification to the Director, and additional Parkland Fees are owed, the fee in effect at the time of the notification shall apply to the additional residential units, the units affected by change in unit type, and/or the reduction/elimination of recreational amenity space that received credit against the project's parkland dedication requirement.

    i. For example: Developer submitted an application to City to amend its project. In the event there is a change in the number of residential units to be built, a change in dwelling unit type, and/or the reduction/elimination of recreational amenity space that received credit against the project's parkland dedication requirement, City will prepare an amendment to this Agreement to change the amount of parkland that must be dedicated, or the Parkland Fees to be paid to City in accordance with the number and type of residential units identified on the new or amended project application or request for this Development.

D. In accordance with Section 4C of this Agreement and SCCC 17.35.070, the Private Improvements shall be devoted to active recreational uses. Further, this Agreement shall satisfy the recordation requirements of SCCC 17.35.070 and shall submit to the City Attorney proof of compliance as required.

6. REVIEW FOR FEES AND CHARGES RELATED TO PRIVATE IMPROVEMENTS

A. Developer shall pay to City a fee for review and approval of the Project Specifications for the Private Improvements and the inspection of the Private Improvements (collectively, "Review Fee"). All Developer required fees and charges contemplated under this Agreement, including the fees described in this Section 6, are reflected in Exhibit C. City's Review Fee shall be based on:

i. The 2% Administrative Fee portion of the applicable in lieu fee schedule in effect when the project was deemed complete by the City Planning Department.

ii. Developer shall pay all applicable Parkland Fees to the City prior to issuance of a building permit for each dwelling unit.

7. BONDS AND SECURITY

Developer shall furnish to City the following security prior to the issuance of a Notice to Proceed and commencement of any work under this Agreement and for the purposes, in the amounts, and under the conditions that follow:

A. Type and Amounts.

i. Performance Security. To assure the Developer's faithful performance of this Agreement to complete Private Improvements for credit toward the total Parkland Fees owed to City, Developer shall furnish a performance security in an amount of One Hundred Percent (100%) of the estimated credit of the Private Improvements of One Million, Five Hundred Two Thousand, Nine Hundred Sixty-Five ($1,502,965) dollars (hereinafter "Performance Security").

B. Conditions.

i. Developer shall provide the required security on forms approved by City and from sureties authorized by the California Insurance Commissioner to transact the business of insurance.

ii. As a condition of granting any extension for the commencement or completion of the work under this Agreement, Director may require Developer to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any adjustments in Parkland Fees owed based on changes to Development plans.

iii. If Developer seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by Developer to Director; and (3) upon its written acceptance by Director, be deemed to be a part of this Agreement. Upon Director's acceptance of a replacement security, the former security may be released by City.

C. Release of Securities. City shall release the securities required by this Agreement as follows:

i. Performance Security. City shall release the Performance Security within thirty (30) days after recordation of the issuance of the certificate of occupancy.

D. Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss, or damage, regardless of cause, occurring to the work or Private Improvements.

8. DEFAULT

A. Developer shall be in default hereunder upon the occurrence of any one or more of the following events ("Event of Default"):

i. Developer's failure to timely cure any defect in the Private Improvements.

ii. Developer's insolvency, appointment of receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Developer fails to discharge within thirty (30) days.

iii. Developer assigns this Agreement in violation of Section 9.

iv. Developer fails to perform or satisfy any other term, condition, or obligation under this Agreement.

B. If an Event of Default occurs and the Event of Default is not cured by Developer, City shall rescind Developer's eligibility for credit towards its Parkland Fee requirement. City shall have the right, at its sole discretion, to draw upon or use the appropriate security to mitigate City's damages in the Event of Default by Developer. Developer acknowledges and agrees that City's right to draw upon or use the security is in addition to any other remedies available by law or in equity to City. The Parties acknowledge and agree that the estimated costs and security amounts may not reflect the actual cost of construction of the Private Improvements, and therefore, City's damages in the Event of Default by Developer shall be measured by the actual cost of completing the required Private Improvements to the satisfaction of City.

C. Unless the Director determines that the circumstances warrant immediate enforcement of the provisions of this Section 8 in order to preserve the public health, safety, and welfare, the Director shall give forty-five (45) working days' prior written notice of termination to Developer ("Notice Period"), which notice shall state in reasonable detail the nature of Developer's default and the manner in which Developer can cure the default. During the Notice Period, Developer shall have the right to cure any such default; provided, however, if a default is of a nature which cannot reasonably be cured within the Notice Period, Developer shall be deemed to have timely cured such default for purposes of this Section 8 if Developer

commences to cure the default within the Notice Period and prosecutes the same to completion within a reasonable time thereafter.

D. City's rights and remedies specified in this Section 8 shall be deemed cumulative and in addition to any rights or remedies City may have at law or in equity.

9. ASSIGNMENT AND SUBCONTRACTING

City and Developer bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Any attempts to assign or transfer any terms, conditions, or obligation under this Agreement without the express written consent of City shall be voidable at City's sole discretion. Subject to this Section, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors, assignees, transferees, and legal representatives.

10. INDEPENDENT CONTRACTOR

Developer and all person(s) employed by or contracted with Developer to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employees(s) of City. Developer has full rights to manage its employees in their performance under this Agreement.

11. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Developer agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the performance by Developer pursuant to this Agreement – including claims of any kind by Developer's employees or persons contracting with Developer to perform any portion of the work under this Agreement and shall expressly include passive or active negligence by City connected with the services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Developer's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of contractor, against City (either alone, or jointly with Developer), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Developer is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar

federal or state law, Developer warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Developer's responsibilities under the Act.

12. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in **Exhibit D**, Developer shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in **Exhibit D**.

13. WAIVER

Developer agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, nor acceptance required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

14. NOTICES

All notices to Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Parks & Recreation Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at parksandrecreation@santaclaraca.gov

And to Developer addressed as follows:

Westlake Ryder Square, LLC, a Delaware limited partnership, c/o Westlake Urban, Inc.
520 S. El Camino Real, Bsmt A, San Mateo, CA 94402
and by e-mail at lino@westlake-realty.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

15. TIME OF ESSENCE

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

16. FORCE MAJEURE

A. "Force Majeure Event" shall be defined as any matter or condition beyond the reasonable control of a Party, including war, public emergency or calamity, fire, earthquake, extraordinary inclement weather, Acts of God, strikes, labor disturbances or actions, civil disturbances or riots, litigation brought by third parties against either the City or Developer or both, or any governmental order or law which causes an interruption in the construction of the Private Improvements (the "Work" for purposes of this section) or prevents timely delivery of materials or supplies.

B. Should a Force Majeure Event prevent performance of this Agreement, in whole or in part, the Party affected by the Force Majeure Event shall be excused or performance under this Agreement shall be suspended to the extent commensurate with the Force Majeure Event; provided that the Party availing itself of this Section shall notify the other Party within ten (10) days of the affected Party's knowledge of the commencement of the Force Majeure Event; and provided further that the time of suspension or excuse shall not extend beyond that reasonably necessitated by the Force Majeure Event.

C. Notwithstanding the foregoing, the following shall not excuse or suspend performance under this Agreement:

   i. Performance under Performance under this Agreement shall not be suspended or excused for a Force Majeure Event pertaining to the Work if such event is not defined as a Force Majeure Event under the applicable contract for the Work.

   ii. Negligence or failure of a Developer to perform its obligations under a contract for the Work (other than for a Force Majeure Event as defined under the applicable contract) shall not constitute a Force Majeure Event.

   iii. The inability of Developer for any reason to have access to funds necessary to carry out its obligations under this Agreement or the termination of any contract for the prosecution of the Work for such reason or for Developer's default under such contract shall not constitute a Force Majeure Event.

17. BOOKS AND RECORDS

A. Developer shall be solely responsible to implement internal controls and record keeping procedures in order to comply with this Agreement and all applicable laws. Developer shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the activities performed by Developer under this Agreement, including without limitation those relating to the construction of the Private Improvements, for a minimum period of three (3) years, or for any longer period required by law, from the date of termination of this Agreement or the date of the City's acceptance of the Private Improvements, whichever is longer. Notwithstanding this previous sentence,

Developer shall retain such records beyond three (3) years so long as any litigation, audit, dispute, or claim is pending.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Developer's address indicated for receipt of notices in this Agreement.

C. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Developer's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Developer, Developer's representatives, or Developer's successor-in-interest.

18. MISCELLANEOUS PROVISIONS

A. Captions. Captions and Sections of this Agreement are for convenience only and shall not be considered in resolving any questions of interpretation or construction.

B. Incorporation of Recitals. The Recitals contained in this Agreement are hereby incorporated into the terms of this Agreement.

C. Plurality. As used in this Agreement and when required by the context, each number (singular and plural) shall include all numbers.

D. Nondiscrimination. Developer, its employees, agents, representatives, contractors, and subcontractors shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, or any other recognized or protected class in connection with or related to the performance of this Agreement. Developer shall expressly require compliance with the provisions of this Section 20(D) in all agreements with contractors and subcontractors for the performance of the improvements hereunder.

E. Developer has read each and every part of this Agreement, including without limitation, its exhibits, and Developer freely and voluntarily has entered into this Agreement. This Agreement is a negotiated document and shall not be interpreted for or against any party by reason of the fact that such Party may have drafted this Agreement or any of its provisions.

F. Whenever in this Agreement words of obligation or duty are used, such words shall have the force and effect of covenants. Any obligation imposed by either Party shall include the imposition on such Party of the obligation to pay all costs and expenses necessary to perform such obligation.

G. This Agreement is entered into pursuant to and shall be governed by the Park and Recreational Land Dedication Ordinance. If not otherwise defined in this Agreement, capitalized terms shall have the meanings set forth in Chapter SCCC 17.35.

H. Amendment. City Manager, or designee, is authorized on behalf of City to execute any amendments pursuant to Section 3C of this Agreement.

I. Compliance with Laws. Developer certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Developer and that no person associated with Developer has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Developer is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Developer will advise City if a conflict arises.

J. Fair Employment. Developer shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

K. No Use of City Name or Emblem. Developer shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

L. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, Santa Clara, California.

M. Severability Clause. In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

19. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

20. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of Developer warrant and represent that they have the authority to execute this Agreement on behalf of Developer, and further represent that they have the authority to bind Developer to the performance of its obligations in this Agreement.

21. COUNTERPARTS

This Agreement may be executed in multiple originals, each of which is deemed an original, and may be signed in Counterparts.

SIGNATURES FOLLOW ON PAGE 14

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

WESTLAKE RYDER SQUARE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

(SEE BELOW FOR SIGNATURE BLOCKS)
"DEVELOPER"

* All signatures must be accompanied by an attached notary acknowledgement.
* Proof of authorization for signatures is required to be submitted concurrently with this Agreement.

DEVELOPER:

WESTLAKE RYDER SQUARE, LLC, a Delaware limited liability company

By: The Northwestern Mutual Life Insurance Company, a Wisconsin Corporation, a member

By: Northwestern Mutual Investment Management Company, LLC, a Delaware limited liability company, its wholly-owned affiliate

By: _____
Name: Brian Tobiczyk
Title: Director

[Signature of Developer continued on following page]

[Signature of Developer continued]

By: Ryder Square Management, LLC, a Delaware limited liability company, a member

By: Westlake Chang Holdings LLC, a Delaware limited liability company, its sole member

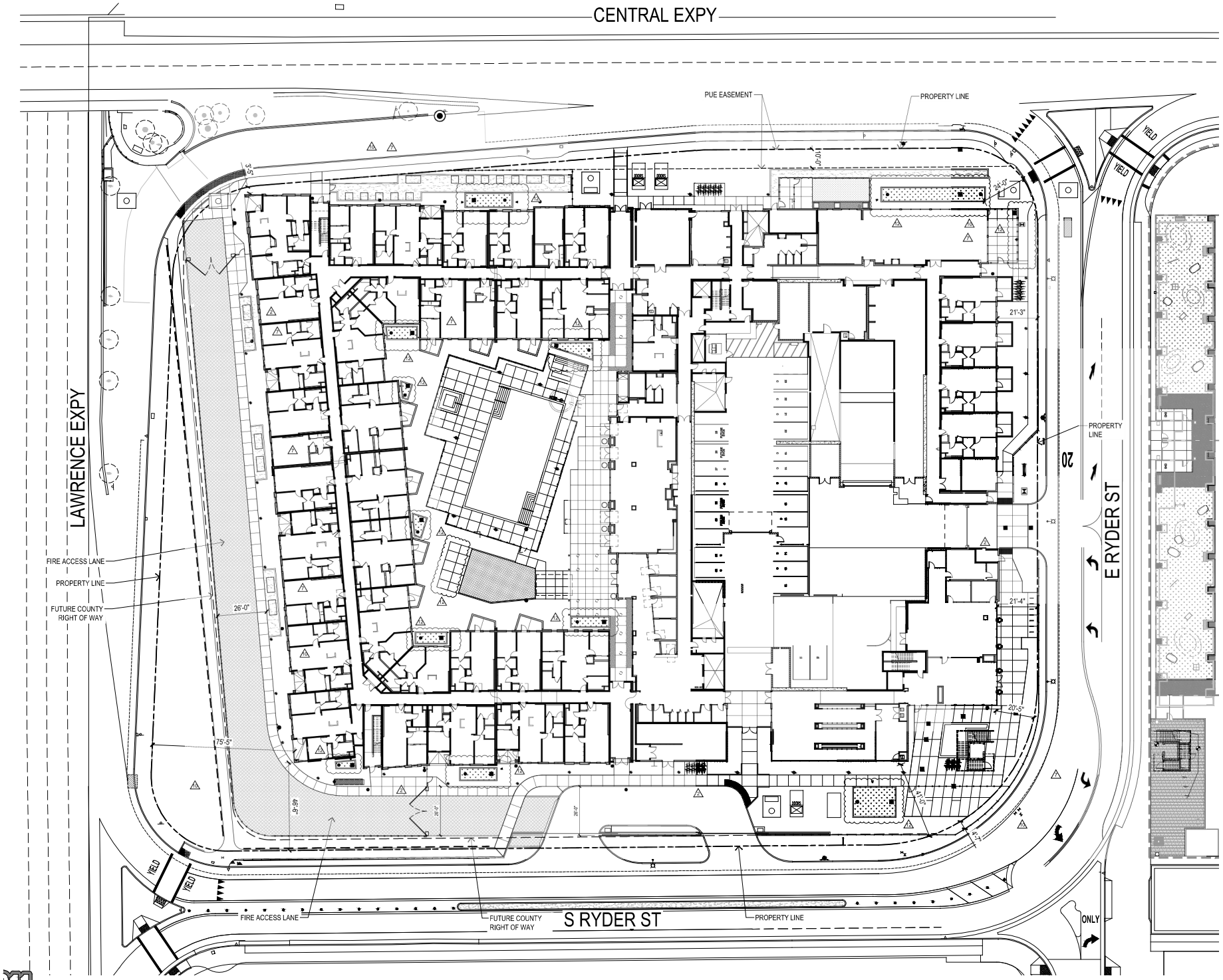
By: _____
Joselino Campanile
President & CFO

[Remainder of page intentionally left blank.
Acknowledgement of Developer on following page.]

EXHIBIT A

DEVELOPMENT PROJECT SITE

EXHIBIT A - Project Site Map



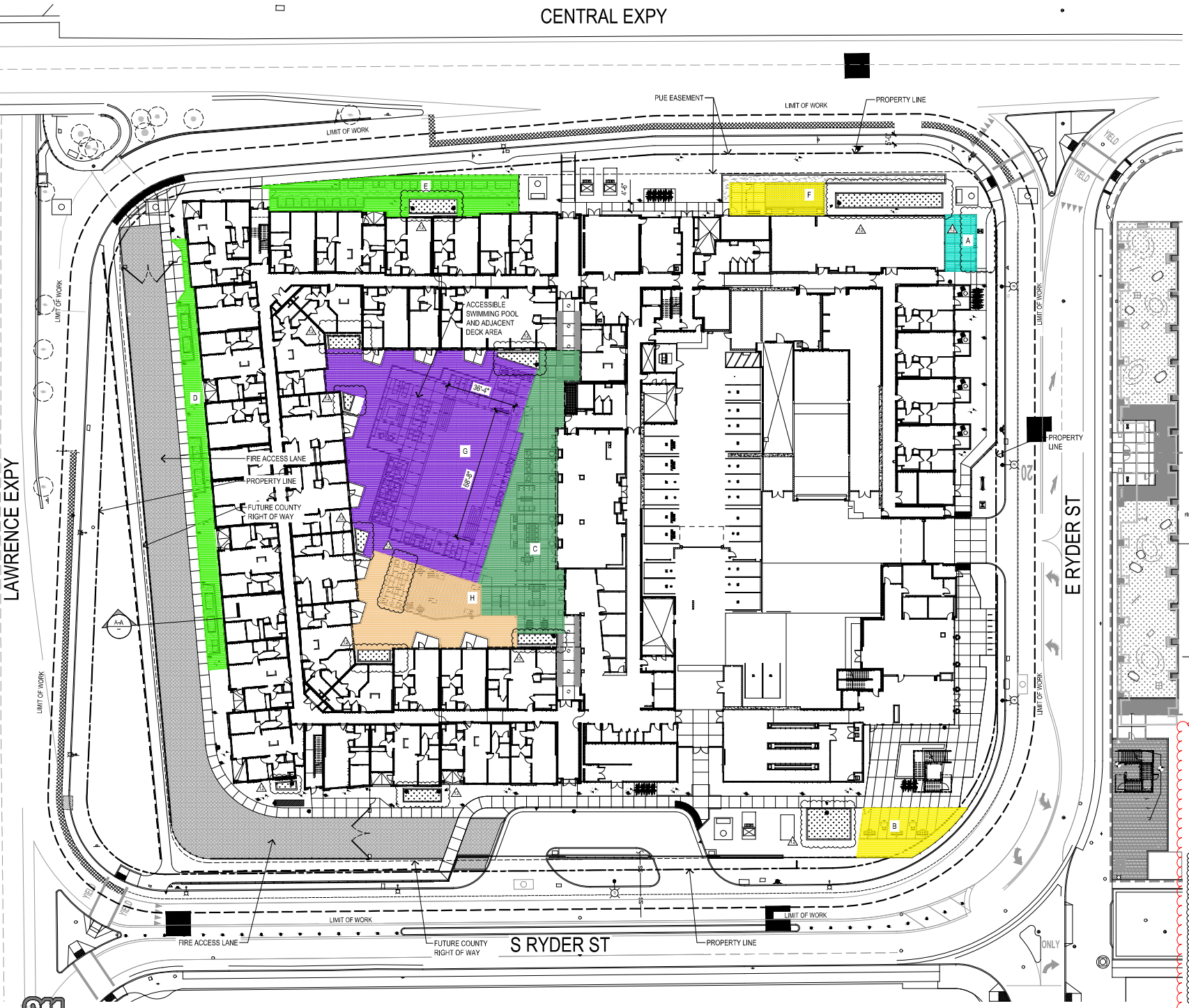
SCALE: 1" = 20'-0"

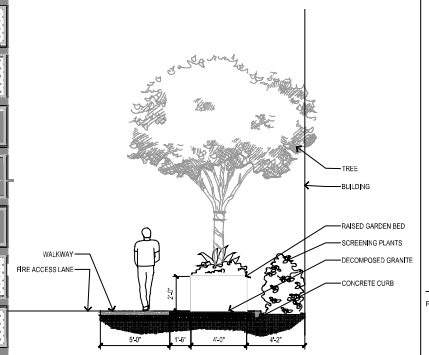
OVERALL SITE PLAN K1

EXHIBIT B

PRIVATE RECREATIONAL AMENITY IMPROVEMENTS PLANS

EXHIBIT B - Private Recreational Amenity Improvement Plans





SECTION A-A | K

See Following Page for Enlarge Detaiil

17.35.070 Credit for private open space.

(f)(1)	Turfed play field, comprised of a single unit of land which is generally level and free of generally level and free of physical barriers which would inhibit group play activities with a minimum contiguous area of one-half acre;	
(f)(2)	Children's play apparatus area that conforms to the then current Federal Consumer Product Safety Commission guidelines;	
(f)(3)	Landscaped and furnished, park-like quiet area;	
(f)(4)	Recreational community gardens;	
(f)(5)	Family picnic area;	
(f)(6)	Game, fitness or sport court area;	
(f)(7)	Assessible swimming pool (minimum size forty-two (42) feet by seventy-five (75)feet) with adjacent deck and lawn areas;	
(f)(8)	Recreational center buildings and grounds.	

AREA DESIGNATION	USE	AREA (SF)
A	(f)(6)	607
B	(f)(3)	1,097
C	(f)(5)	4,123
D*	(f)(4)	1,902
E	(f)(4)	1,915
F	(f)(3)	800
G	(f)(7)	8,726
H	(f)(6)	2,417
TOTAL EXTERIOR AREA		21,587 SF
TOTAL OPEN SPACE AREA		

0 20 40 60 N
SCALE: 1" = 20'-0" FT

EXTERIOR OPEN SPACE EXHIBIT 1" = 20'-0" | K1

EXTERIOR PRIVATE OPEN SPACE CALCULATION | K0

811 Know what's below. Call before you dig.

EXHIBIT B - Private Recreational Amenity Improvement Plans

Calculation Enlarged from G0.40

17.35.070 Credit for private open space.

(f)(1)	Turfed play field, comprised of a single unit of land which is generally level and free of generally level and free of physical barriers which would inhibit group play activities with a minimum contiguous area of one-half acre;
(f)(2)	Children's play apparatus area that conforms to the then current Federal Consumer Product Safety Commission guidelines;
(f)(3)	Landscaped and furnished, park-like quiet area;
(f)(4)	Recreational community gardens;
(f)(5)	Family picnic area;
(f)(6)	Game, finess or sport court area;
(f)(7)	Assessible swimming pool (minimum size forty-two (42) feet by seventy-five (75)feet) with adjacent deck and lawn areas;
(f)(8)	Recreational center buildings and grounds;

AREA DESIGNATION	USE	AREA (SF)
A	(f)(6)	607
B	(f)(3)	1,097
C	(f)(5)	4,123
D*	(f)(4)	1,902
E	(f)(4)	1,915
F	(f)(3)	800
G	(f)(7)	8,726
H	(f)(6)	2,417

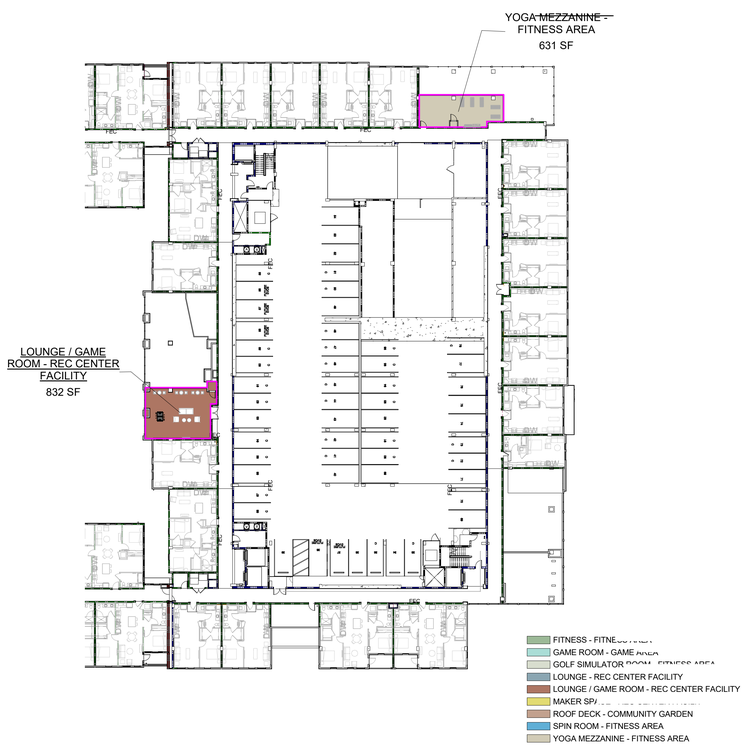
TOTAL EXTERIOR AREA **21,587 SF**

TOTAL OPEN SPACE AREA

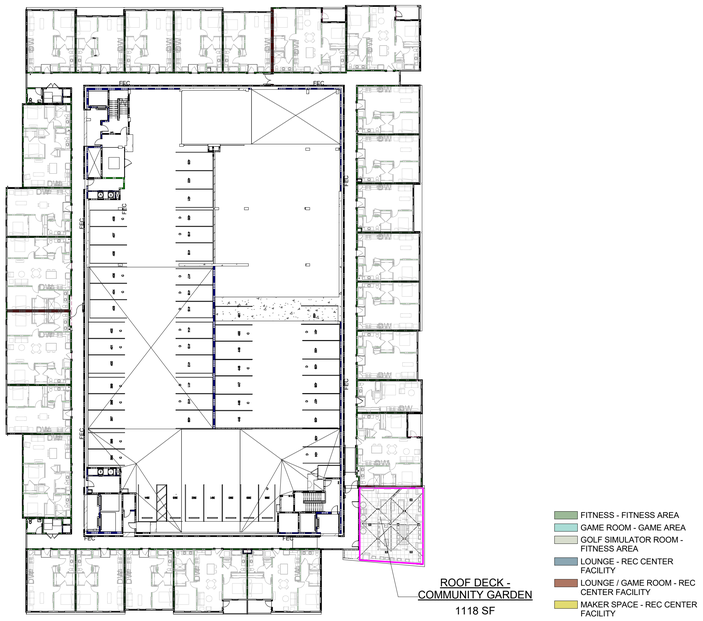
12

EXHIBIT B - Private Recreational Amenity Improvement Plans

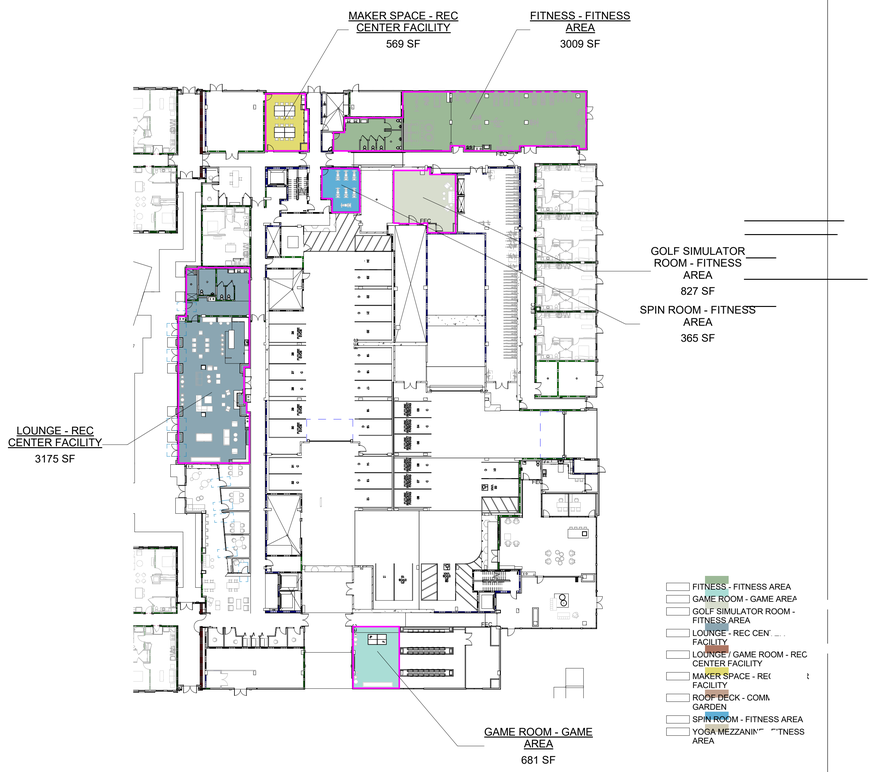
See Following Pages for Enlarged Details



2ND FLOOR - PARTIAL PLAN - OPEN SPACE ANALYSIS
1" = 30'-0" | E3



7TH FLOOR - PARTIAL PLAN - OPEN SPACE ANALYSIS
1" = 30'-0" | K8



1ST FLOOR - PARTIAL PLAN - OPEN SPACE ANALYSIS
1" = 30'-0" | K3

OPEN SPACE CALCULATIONS

17.35.070 CREDIT FOR PRIVATE OPEN SPACE

(f)(1) TURFED PLAY FIELD, COPRISED OF A SINGLE UNIT OF LAND WHICH IS GENERALLY LEVEL AND FREE OF GEPHYSICAL BARRIERS WHICH WOULD INHIBIT GROUP PLAY ACTIVITIES WITH A MINIMUM CONTIGUOUS AREA OF ONE-HALF ACRE

(f)(2) CHILDREN'S PLAY APPARATUS AREA THAT CONFORMS TO THE THEN CURRENT FEDERAL CONSUMER PRODUCT SAFETY COMMISSION GUIDELINES

(f)(3) LANDSCAPED AND FURNISHED, PARK-LIKE QUIET AREA

(f)(4) RECREATIONAL COMMUNITY GARDENS

(f)(5) FAMILY PICNIC AREA

(f)(6) GAME, FITNESSOR SPORTS COURT AREA

(f)(7) ACCESSIBLE SWIMMING POOL (MINIMUM SIZE 42' BY 75' [illegible] ADJACENT DECK AND LAWN AREAS

(f)(8) RECREATIONAL CENTER BUILDINGS AND GROUNDS

GOLF SIMULATOR ROOM - FITNESS AREA	827 SF	(f)(6)
SPIN ROOM - FITNESS AREA	365 SF	(f)(6)
FITNESS - FITNESS AREA	3009 SF	(f)(6)
MAKER SPACE - REC CENTER FACILITY	569 SF	(f)(8)
LOUNGE - REC CENTER FACILITY	3175 SF	(f)(8)
GAME ROOM - GAME AREA	681 SF	(f)(6)
YOGA MEZZANINE - FITNESS AREA	631 SF	(f)(6)
LOUNGE / GAME ROOM - REC CENTER FACILITY	832 SF	(f)(8)
ROOF DECK - COMMUNITY GARDEN	1118 SF	(f)(4)

TOTAL OPEN SPACE:

INTERIOR: 827 + 365 + 3009 + 569 + 3175 + 681 + 631 + 832 + 1118 = 11,207 SF

EXTERIOR: 21,587 SF (REFER TO TOTAL AREA LISTED ON PAGE G0.40)

TOTAL: 32,794 SF

TOTAL AREA REQUIRED: 32,670 SF

ACTUAL AREA 32,794 SF > 32,670 REQUIRED AREA = OKAY

LPAS

2484 Natomas Park Drive Suite 100 Sacramento CA 95833
916 443 0335 lpasdesign.com **Architecture + Design**

WESTLAKE APARTMENTS

WESTLAKE URBAN, INC.

3545 Ryder Street, Santa Clara, CA

NO.	ISSUE	DATE
7	OPEN SPACE REVISIONS	2/6/2024
10	PC7	06/20/2024

LICENSED ARCHITECT DAVID BRADY SMITH C-30088 6-30-23 RENEWAL DATE STATE OF CALIFORNIA

ARCHITECT'S STAMP APPROVAL

CONSULTANT

INTERIOR OPEN SPACE EXHIBIT

PROJECT NO: 1319-0001

DATE: 06.20.2024

SHEET NO:

G0.41

BRIDGE RESUBMITTAL

6/26/2024 10:41:22 AM

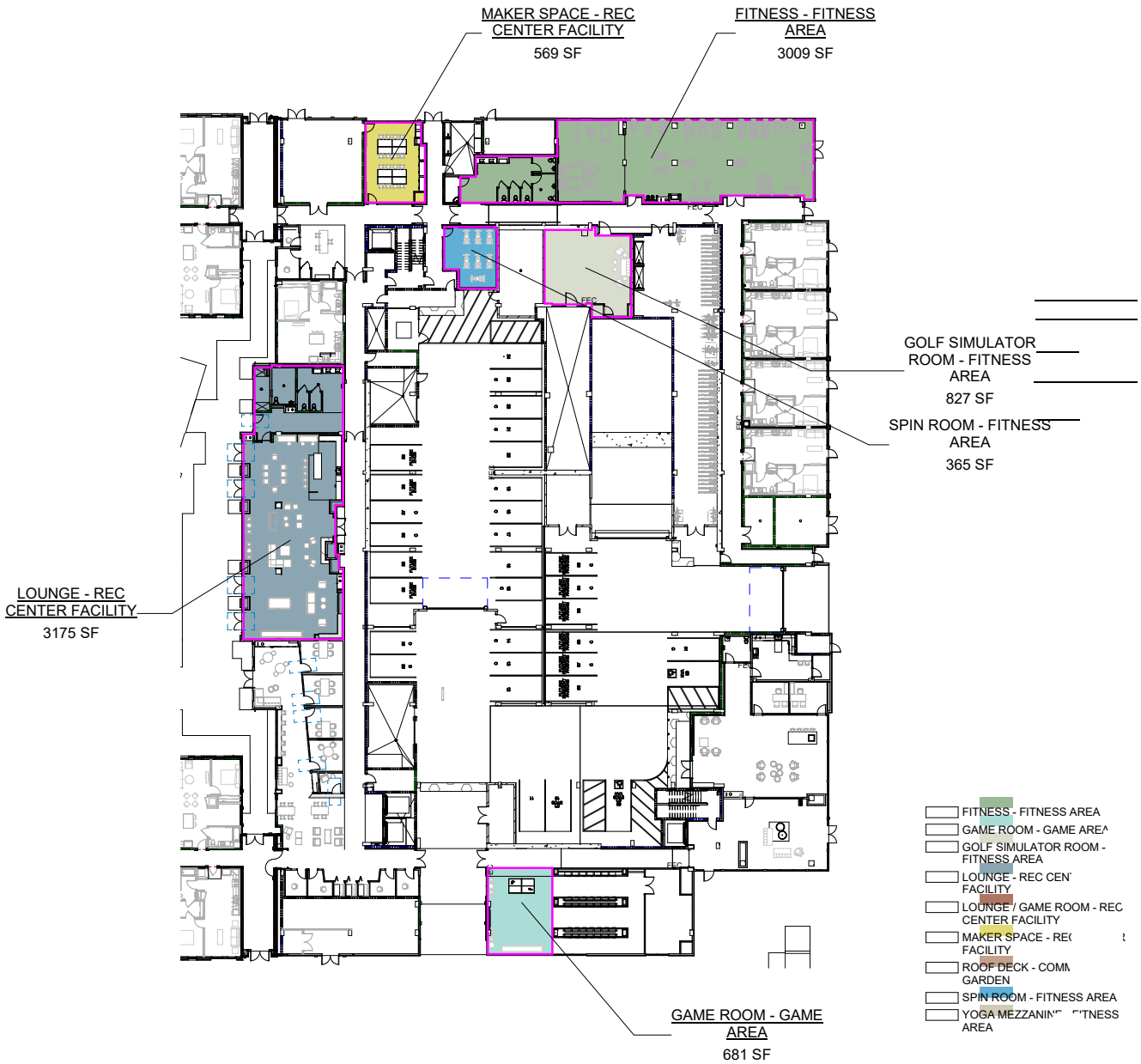
Detail E3 Enlarged from G0.41

2ND FLOOR - PARTIAL PLAN - OPEN SPACE ANALYSIS
1" = 30'-0"

E3

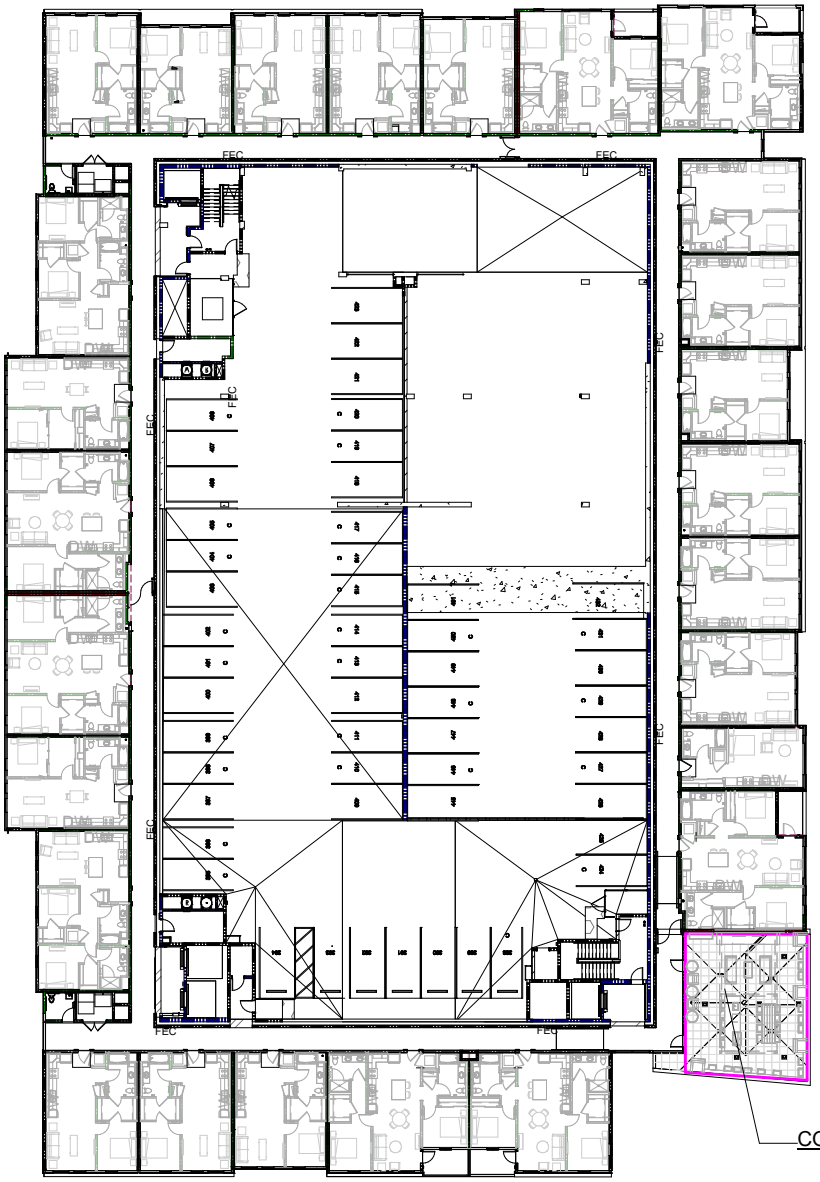
EXHIBIT B - Private Recreational Amenity Improvement Plans

Detail K3 Enlarged from G0.41



1ST FLOOR - PARTIAL PLAN - OPEN SPACE ANALYSIS
1" = 30'-0" | K3

Detail K8 Enlarged from G0.41



7TH FLOOR - PARTIAL PLAN - OPEN SPACE ANALYSIS
1" = 30'-0"
K8

Calculation Enlarged from G0.40

OPEN SPACE CALCULATIONS

17.35.070 CREDIT FOR PRIVATE OPEN SPACE

(f)(1) TURFED PLAY FIELD, COPRISED OF A SINGLE UNIT OF LAND WHICH IS GENERALLY LEVEL AND FREE OF GEPHYSICAL BARRIERS WHICH WOULD INHIBIT GROUP PLAY ACTIVITIES WITH A MINIMUM CONTIGUOUS AREA OF ONE-HALF ACRE

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(f)(4) RECREATIONAL COMMUNITY GARDENS

(f)(5) FAMILY PICNIC AREA

(f)(6) GAME, FITNESSOR SPORTS COURT AREA

(f)(7) ACCESSIBLE SWIMMING POOL (MINIMUM SIZE 42' BY 75') WITH ADJACENT DECK AND LAWN AREAS

(f)(8) RECREATIONAL CENTER BUILDINGS AND GROUNDS

GOLF SIMULATOR ROOM - FITNESS AREA	827 SF	(f)(6)
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TOTAL OPEN SPACE:

INTERIOR: 827 + 365 + 3009 + 569 + 3175 + 681 + 631 + 832 + 1118 = 11,207 SF

EXTERIOR: 21,587 SF (REFER TO TOTAL AREA LISTED ON PAGE G0.40)

TOTAL: 32,794 SF

TOTAL AREA REQUIRED: 32,670 SF

ACTUAL AREA 32,794 SF > 32,670 REQUIRED AREA = OKAY

EXHIBIT C

PARKLAND REQUIREMENTS, FEES AND CREDIT SUMMARY

Developer will construct 328 apartment units generating an estimated 787 new residents (328 multi-family units at 2.4 persons/unit density is 787 persons). Based on the City's Mitigation Fee Act standard of 2.6 acres of public neighborhood and community parkland per 1,000 residents, the Project is required to dedicate 2.0467 acres of public parkland and/or pay an equivalent fee due in lieu of the total parkland dedication in the amount of $10,053,528. In lieu fees are published in the Municipal Fee Schedule.

Developer has proposed to meet the required parkland dedication through the dedication of eligible private improvements and payment of an in-lieu fee for the balance. According to City code 17.35, projects may submit a written request for up to 50% credit against the amount of parkland dedication or the amount of the in-lieu fee thereof for eligible private recreational amenities devoted to Active Recreation Uses provided the development meets the requirements contained in Santa Clara City Code 17.35. This project includes 0.7528-acres of private amenity improvements. The credit is therefore approximately 0.3764 acres, or $1,502,965 in value. Developer will construct these private improvements. The balance of fees due in lieu of parkland dedication is therefore $8,550,563.

In summary, the calculations above are:

$10,053,528	Fee In Lieu of Parkland Dedication
- 1,502,965	Credit for Private Recreational Amenity Improvements
$ 8,550,563	Balance of Fee Due In Lieu of Parkland Dedication

---

Table 1. Computation of Parkland Dedication

Project Unit Type: Multi-Family Dwelling	**Mitigation Fee Act**
Persons/Dwelling Type	2.4
Multi-Family Project Units	328
Total New Residents	787
Parkland Dedication Required(acres): R/1000x2.6	2.0467
Equivalent Fee Due In Lieu of Parkland Dedication	$10,053,528

Table 2. Public Parkland Dedications – N/A

Table 3. Credit for Proposed Private Onsite Park & Recreation "Active Recreation Uses"

Amenity	Square Feet	Acres
A: Game, fitness or sport court area	607	0.0139
B: Landscaped & furnished, park-like quiet area	1097	0.0252
C: Family picnic area	4123	0.0947
D: Recreational community gardens	1902	0.0437
E: Recreational community gardens	1915	0.0440
F: Landscaped & furnished, park-like quiet area	800	0.0184
G: Swimming pool w adjacent deck	8726	0.2003
H: Game, fitness or sport court area	2417	0.0555
1st floor: Rec room – maker space (activities such as sewing, arts and crafts for kids, 3D printing, computer workstation(s), jewelry making, etc.	569	0.0131
1st floor: Fitness room	3009	0.0691
1st floor: Golf simulator	827	0.0190
1st floor: Spin room fitness area	365	0.0084
1st floor: Game room	681	0.0156
1st floor: Recreation center/party room	3175	0.0729
2nd floor: Yoga fitness room	631	0.0145
2nd floor: Game room/rec center	832	0.0191
Roof: Recreational community gardens	1118	0.0257
Total:	32794	0.7528
Credit at 50% for Private Active Recreation & Equivalent Value:		0.3764 / $1,502,965
Balance of Fees Due In Lieu of Parkland Dedication:		**$8,550,563**

EXHIBIT D

INSURANCE REQUIREMENTS

Without limiting the Developer's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Developer shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $5,000,000 Each occurrence
   $5,000,000 General aggregate
   $5,000,000 Products/Completed Operations aggregate
   $5,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Developer; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Developer to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Developer included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Developer or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Developer's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Developer shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Developer's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective

date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS
Developer and City agree as follows:

1. Developer agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Developer, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Developer agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Developer agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Developer agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Developer for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Developer in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE
Prior to commencement of any Services under this Agreement, Developer, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Developer shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE
Developer or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set

forth below, at or prior to execution of this Agreement. Upon City's request, Developer shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097
Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Developer shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa }

On August 23, 2025 before me, David Chua, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Joselino Campanile
Name(s) of Signer(s)

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.

DAVID CHUA
Notary Public - California
San Mateo County
Commission # 2385687
My Comm. Expires Dec 7, 2025

Place Notary Seal and/or Stamp Above

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 David Chua
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

Be it known, that on this 25th day of August, 2025, before me, a Notary Public, in and for said County and State, personally came Brian Tobiczyk, Registered Director of Northwestern Mutual Investment Management Company, LLC, a Delaware limited liability company, on behalf of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation, to me personally known to be the person who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily for the uses and purposes mentioned in it and as the free act and deed of the said corporation

IN WITNESS WHEREOF I hereunto set my hand and official seal.

MOLLY L FAHLSTROM NOTARY PUBLIC STATE OF WISCONSIN

Molly L. Fahlstrom
_____, Notary Public

Milwaukee County
My Commission Expires: March 19, 2028