



GTL ARCHITECTURE
+ INTERIORS

PO BOX 16721, SAN FRANCISCO CA 94116
T 415 361 7641

PLAN CHECK RESPONSE

Project: Bay Club Boulder Ridge
Project Address: 1000 Old County Road, San Jose CA 95123
File No.: PLN20-079
ATTN: Valerie Negrete
(408) 299-5791
valerie.negrete@pln.sccgov.org

Architect: Grant Takahashi Lee, GTL Architects
(415) 361-7641
grant@gtlarchitects.com

Date Prepared: June 9, 2021

NO.	COMMENT	RESPONSE
PLANNING		
1.	Clarify whether there is any new lighting proposed in conjunction with the netting. If so, an exterior lighting plan will be required. Please note a photometric plan may be required to ensure that there is no glare onto neighboring properties. Due to the height of the proposed netting and neighboring properties, lighting shall be carefully placed so as to not provide glare over the property lines. Please also see the Design Guidelines for more guidance on lighting.	No new lighting is proposed.
2.	Additional labeling is needed to clarify the photos on Sheet A002. Please provide a site plan identifying the photo locations for clarity. This information will be necessary for the Hearing Officer.	A key plan has been added Dwg. 1/A002 to further identify where photos were taken from.
3.	Given the height of the proposed netting, please provide additional photos taken from various vantage points. Please contact staff to discuss the appropriate locations.	Additional surrounding neighborhood photos have been taken. The key plan on Dwg. 2/A002 identifies where each photo was taken from.
4.	The western portion of the netting appears to be slightly located within an underlying Open Space Reserve, document No. 19322575. Furthermore, the plans state there is "brush" located within the western fence line. Please provide a copy of this document and clarify how	The area of work outline as shown on the Site Plan on A001 was intended to be a generic outline & was oversized. The proposed scope does not encroach onto the Open Space Reserve and does not remove any brush or trees. A Bay Club certification letter has been included.

	the netting is not in conflict with this reserve area and whether there is any brush removal.	
5.	Provide a statement indicating the reason for the netting and its height, which reaches maximum heights of 90+/- feet.	A statement which includes a ball trajectory study is included. Bay Club is open to working with the County on a moderately lower rear fence height.
6.	Provide a current copy of the grant deed. Please note that the owner of the proper must sign the application, specifically and Acknowledgements and Agreements found on page 2.	The ground lease is attached. In addition, an authorization letter and the signed Acknowledgements and Agreements page have been included.
DEPARTMENT OF ENVIRONMENTAL HEALTH		
7.	On a revised site plan accurately locate and show the existing septic system (including leach field) within or around the driving range area.	The existing leach field area has been added to A001. As shown, it is at the center of the driving range. The proposed netting is at the perimeter.
PLANNING DEPARTMENT		
8.	As stated above, staff will need a statement as to the need for the netting and its proposed heights. Staff must be able to justify the height of the netting and better understand the height at various locations. As proposed, staff does not have enough information to support a netting of 90 feet, and may not be able to support the project as proposed. Staff recommends proposing a reduced height of the fencing to avoid potential impacts to neighboring properties.	Bay Club is open to working with the County on a moderately lower rear fence height.
9.	Staff will be looking at the projects visibility from various residential vantage points to better assess any potential impacts to the aesthetic character of the existing residential neighborhood. Of concern is the height and its consistency with the adjacent structures and impacts to views of the skyline or natural site features.	Noted.
10.	Please be aware that there are violations on the subject property. While Staff can continue to process your application, once the application is deemed "complete" for processing, Staff will be required to forward your application for denial. Staff recommends that you resolve all violations on your property before continuing forward with this application. If you would like to withdraw your application, please let Staff know and we can refund a majority of your fees.	Bay Club's previous grading violation has been abated. A Santa Clara County field inspector signed off on the attached permit card.

	<p>Otherwise, this application is allowed to remain in abeyance for a maximum of 6 months, after which you will be required to pay a 10% resubmittal fee. Please contact Darrell Wong with Land Development Engineering to discuss the violations on your property. Darrell can be contacted at 408-299-5735.</p>	
--	---	--



THE BAY CLUB
PORTLAND | BAY AREA | LOS ANGELES | SAN DIEGO

25 September 2020

To Whom It May Concern:

Reference is made to our permit application for the construction of protective netting bordering the golf driving range at Boulder Ridge Country Club. The purpose of this letter is to formally certify that the location of the driving range does not encroach on the Open Space Reserve and that no brush has been or will be removed from the Reserve during the construction of the driving range.

Sincerely,

Peter S. Jones

EVP / Development

The Bay Club Company

(858) 336 – 0700

Pete.Jones@bayclubs.com



THE BAY CLUB
PORTLAND | BAY AREA | LOS ANGELES | SAN DIEGO

25 September 2020

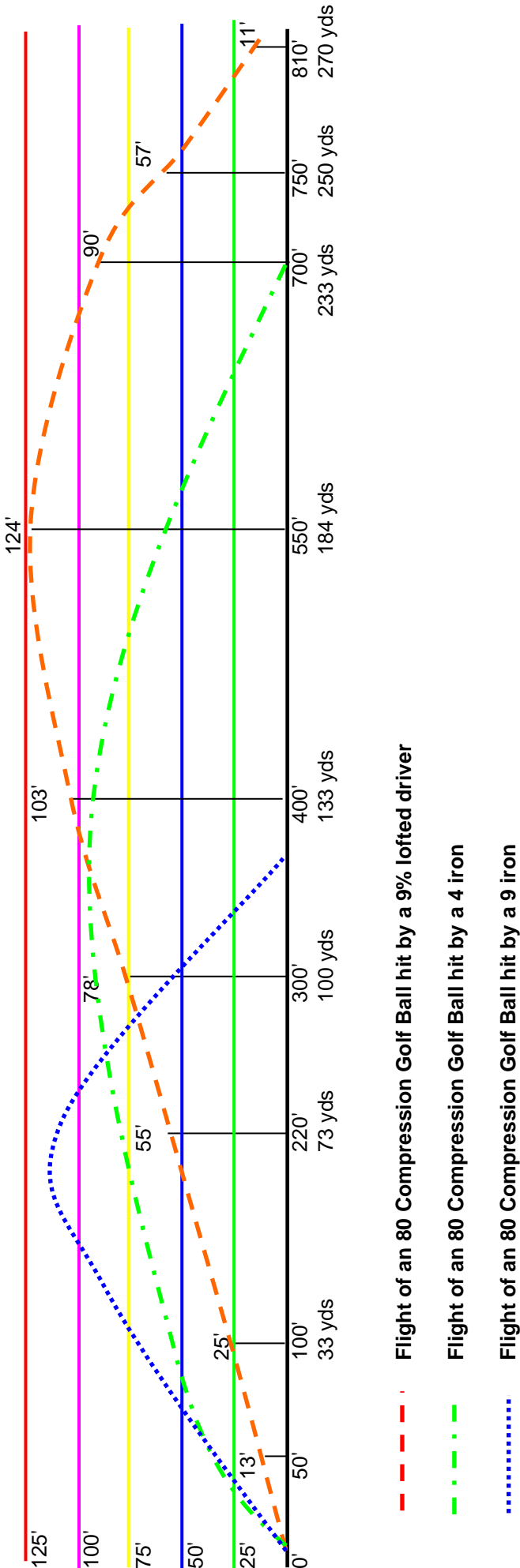
To Whom It May Concern:

Reference is made to our permit application for the construction of protective netting bordering the driving at Boulder Ridge Country Club. In response to the question regarding our reason for the requested netting surrounding the club's driving range, we are providing this written statement. For context, the existing driving range is located between holes #9 and #10. Therefore, our primary need for the netting is to protect both members and staff from stray balls hit from the existing driving range tee box. The proposed netting heights – both at the sides and rear – are the result of Ball Trajectory Studies performed by Judge Netting who are protective barrier specialists and our design engineer. Their final study is attached.

Sincerely,

Peter S. Jones
EVP / Development
The Bay Club Company
(858) 336 – 0700
Pete.Jones@bayclubs.com

This drawing is forwarded to you for informational purposes only. Do not rely on the drawing for construction



Chicago Title Co. CLT
FWPS-TD1500056

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

BROWNSTEIN HYATT FARBER
SCHRECK, LLP
410 17th Street, Suite 2200
Denver, Colorado 80202
Attention: Nicole R. Ament, Esq.

DOCUMENT: 23369527



Pages: 5

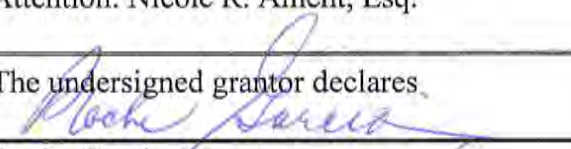
Fees....	37.00
Taxes...	
Copies..	
AMT PAID	37.00

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

RDE # 007
7/18/2016
3:29 PM

The undersigned grantor declares.

THIS SPACE ABOVE FOR RECORDER'S USE


Roche Garcia, Manager

X This transfer is exempt from the
documentary transfer tax. The term of the
lease including options to renew are less than
35 years.

MEMORANDUM OF GROUND LEASE

This MEMORANDUM OF GROUND LEASE (this "**Memorandum**") is made as of July 18, 2016, between THE GOLF CLUB AT BOULDER RIDGE LLC, a California limited liability company ("**Lessor**"), and BAY CLUB BOULDER RIDGE, LLC, a Delaware limited liability company ("**Lessee**").

RECITALS

A. On July 18, 2016, Lessor and Lessee entered into that certain Ground Lease (the "**Lease**"), pursuant to which Lessor leased to Lessee and Lessee leased from Lessor the real property (the "**Premises**") more particularly described on **Exhibit A** attached hereto under the terms and conditions set forth in the Lease. Except as otherwise defined in this Memorandum, capitalized terms used in this Memorandum will have the meanings given them in the Lease.

B. Lessor and Lessee desire to execute this Memorandum to provide constructive notice of Lessee's rights and obligations under the Lease to all third parties.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term. Lessor has leased the Premises to Lessee for a term commencing on July 18, 2016 and expiring on July 31, 2026, unless earlier terminated. Lessee has the right and option to renew this Lease for two (2), automatic renewal periods of ten (10) years, and eleven (11) years each.

2. Lease Terms. The lease of the Premises to Lessee is pursuant to the Lease, which is incorporated into this Memorandum by reference.

3. Interpretation. The purpose of this Memorandum is to give notice of the existence of Lessee's rights and obligations and Lessor's obligations under the Lease and to impose such obligations on the successors and assigns to Lessor's interests in, to and under the Premises. If there is any inconsistency between the provisions of this Memorandum and the Lease, the provisions of the Lease will control.

4. Successors and Assigns. This Memorandum and the Lease will bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Lease on assignment.

5. Counterparts. This Memorandum may be executed in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same document.

[signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

"LESSOR"

THE GOLF CLUB AT BOULDER RIDGE LLC,
a California limited liability company

By: 

Name: Roche Garcia

Title: Manager

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 Santa Clara)

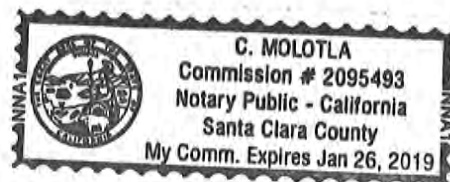
On 6/27, 2016, before me, C. Molotla, Notary Public, personally appeared Roche Garcia, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

NOTARY SEAL



"LESSEE"

BAY CLUB BOULDER RIDGE, LLC,
a Delaware limited liability company

By:

Name: Matthew J. Stevens

Title: President & Chief Executive Officer

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 San Francisco)

On June 27, 2016, before me, Emily Gill, notary public, personally appeared Matthew Stevens, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Emily Gill

NOTARY SEAL



EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

Parcel 3, as shown on that Parcel Map filed for record in the office of the Recorder of the County of Santa Clara, State of California on February 28, 1978, in Book 413 of Maps, Page(s) 51 and 42.

Being a portion of the land described as Parcel One of the Deed to Almaden Hills, a limited partnership, Recorded February 11, 1984 in Book 6381, Page 238, in the office of the Santa Clara County Recorder.

Excepting therefrom all that portion thereof as conveyed to the City of San Jose by Deed Recorded August 15, 1980 in Book F507, Page 657, Official Records.

Also excepting therefrom all those portion thereof as conveyed to Santa Clara Valley Water District by Deed Recorded June 5, 1981 in Book G133, Page 46 and Recorded June 5, 1981 in Book G133, Page 53, Official Records.

PARCEL TWO:

Beginning at a point in the general Easterly line of that certain Parcel of land described in that certain Grant Deed to The Santa Clara Valley Water District Recorded June 10, 1975 in Book B452 of Official Records at Page 521 through 526, Santa Clara County Records, said point being also the most Northerly corner of Parcel 2 as shown on that certain Parcel Map, a Map of which was filed for record in Book 413 of Maps at Pages 51 and 52, Santa Clara County Records; thence from said Point of Beginning along said general Easterly line of said Grant Deed conveyed to Santa Clara Valley Water District, and the general Westerly line of Parcel 3 as shown on said Parcel Map, Northerly from a tangent bearing of N 08° 13' 31" W along a curve to the left with a radius of 2150.00 feet, through a central angle of 00° 32' 20" for an arc length of 20.22 feet; thence N 16° 40' 00" W 160.00 feet; thence N 12° 21' 13" W 332.39 feet; thence along a tangent curve to the right with a radius of 758.20 feet through a central angle of 8° 35' 46" for an arc length of 113.75 feet to the Southerly common corner of Parcel 23 and 24, as shown on that certain Record of Survey; a Map of which was filed for record in Book 448 of Maps at Pages 53 through 56, Santa Clara County Records; thence leaving said general Easterly line of said Grant Deed and said general Westerly line of Parcel 3 along the Southerly line of said Parcel 23 of that certain Record of Survey, from a tangent bearing of S 49° 43' 25" W along a curve to the right with a radius of 653.00 feet through a central angel of 01° 06' 54" for an arc length of 12.71 feet; thence leaving said Parcel 23 the following courses: S 09° 12' 11" E 171.62 feet, S 11° 29' 44" E 107.55 feet, S 11° 15' 53" E 219.55 feet, S 17° 44' 36" E 19.35 feet, S 21° 03' 56" E 80.60 feet and S 45° 40' 36" E 26.63 feet to the Point of Beginning.

EXCEPTING THEREFROM said **PARCELS ONE** and **TWO** all buildings and improvements situated thereon, which buildings and improvements are and shall remain real property.



October 9, 2020

VIA EMAIL

County of Santa Clara Department Of Planning
70 W Hedding Street #7
San Jose, CA 95110
Attn: Valerie Negrete

RE: Real Property Located at 1000 Old Quarry Rd, San Jose, CA 95123 (the "Property")

Dear Ms. Negrete:

As you are aware, Bay Club Boulder Ridge, LLC has applied for certain permit applications with respect to the driving range improvements at the Property. Bay Club Boulder Ridge, LLC leases the Property pursuant to the terms of a long term Ground Lease by and between Bay Club Boulder Ridge, LLC and The Golf Club At Boulder Ridge LLC, dated June 22, 2016 (the "Ground Lease"). Pursuant to the terms of the Ground Lease, Bay Club Boulder Ridge, LLC as tenant is permitted to complete construction project without landlord approval so long as the construction projects are within the Permitted Use. As defined in the Ground Lease, the Permitted Use includes the development, construction, operation, maintenance, repair and replacement of all fixtures and improvements which are deemed necessary by Bay Club, in its sole and absolute discretion, from time to time, to operate the Club in accordance with the terms and provisions of the Ground Lease, and expressly includes golf practice facilities all fixtures related to or deemed to be part thereof. As such, we are willing, and hereby do to certify to the City that no landowner approval is required for Bay Club Boulder Ridge, LLC to submit the proposed applications. Please feel free to reach out with any questions or if we can provide any further information.

Sincerely,

A handwritten signature in black ink that reads "Kevin Klipfel".

Kevin Klipfel
Chief Financial Officer
The Bay Club Company



December 14, 2020

VIA EMAIL

County of Santa Clara Department Of Planning
70 W Hedding Street #7
San Jose, CA 95110
Attn: Valerie Negrete

RE: Real Property Located at 1000 Old Quarry Rd, San Jose, CA 95123 (the "Property")

Dear Ms. Negrete:

As you are aware, Bay Club Boulder Ridge, LLC has applied for certain permit applications with respect to the driving range improvements at the Property. Bay Club Boulder Ridge, LLC is a wholly owned subsidiary of Bay Club Properties Holdings, LLC. Please see the operating agreements for both entities enclosed herewith. As a Manager an Officer of Bay Club Boulder Ridge, LLC and as an Officer of Bay Club Properties Holdings, LLC, in its capacity as the sole Member of Bay Club Boulder Ridge, LLC, I hereby certify that Kevin Klipfel is authorized to sign as a representative on behalf of Bay Club Boulder Ridge, LLC in his capacity as CFO, or Chief Financial Officer.

Sincerely,

Matthew Stevens, Manager and CEO, Bay Club Boulder Ridge, LLC &

Bay Club Properties Holdings, LLC, the sole member of Bay Club Boulder Ridge, LLC

By: 
Name: Matthew Stevens
Title: Manager and Chief Executive Officer

**THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
BAY CLUB BOULDER RIDGE, LLC**

This Third Amended and Restated Limited Liability Company Agreement (this “Agreement”) of **BAY CLUB BOULDER RIDGE, LLC** is entered into by the sole Member (as defined below) of the Company (as defined below).

WHEREAS, on January 29, 2016, the Company was formed as a Delaware limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101 through § 18-1109), as amended from time to time (the “Act”);

WHEREAS, pursuant to that certain Contribution Agreement by and between BC Wimbledon Acquisition, LLC, a Delaware limited liability company (“BC Wimbledon”) and the Member dated July 18, 2016, BC Wimbledon contributed its membership interests in the Company to the Member;

WHEREAS, the Company was originally operated pursuant to the Limited Liability Company Agreement, dated January 29, 2016, which was amended and restated pursuant to the Amended and Restated Limited Liability Company Agreement, dated July 18, 2016, which was amended and restated pursuant to the Second Amended and Restated Limited Liability Company Agreement, dated August 31, 2016 (collectively the “Original Agreement”);

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated November 30, 2018, a Certificate of Merger was filed with the Delaware Secretary of State whereby the Company merged with and into Bay Club Boulder Ridge Buildings, LP, a Delaware limited partnership, with the Company surviving the merger (the “Merger”);

WHEREAS, pursuant to the Merger, Bay Club Properties Holdings, LLC, a Delaware limited liability company became the sole Member of the Company; and

WHEREAS, pursuant to the Act, the Member desires to enter into and execute this Agreement to set forth certain rights and obligations with respect to the Company and to supersede the Original Agreement in its entirety.

NOW, THEREFORE, the Member hereby agrees and covenants as follows:

1. Name. The Name of the limited liability company is **BAY CLUB BOULDER RIDGE, LLC** (the “Company”).

2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

3. Managers. The Company shall have such managers as designated by the Member (or its successors) from time to time (the “Managers”). The initial Managers of the Company are Anand Philip, Robert Shapiro and Matthew J. Stevens.

4. Members. The sole member of the Company is Bay Club Properties Holdings, LLC (the “Member”). The Member holds 100% of the membership interests of the Company.

5. Registered Office and Agent. The Company shall maintain a Delaware registered office and agent for the service of process as required by the Act. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Managers shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be.

6. Officers. The Managers may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, a member or a Manager. Any officers so designated shall have such authority and perform such duties as the Managers may, from time to time, delegate to them. Any officer may be removed at any time, with or without cause, by the Managers.

7. Powers. The business and affairs of the Company shall be managed by the Managers. The Managers shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Delaware. The Managers are hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements of the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Managers are hereby authorized, empowered and directed in the name and on behalf of the Company to approve, execute and deliver any and all agreements, certificates or any other documents on behalf of the Company.

8. Indemnity. To the fullest extent permitted by law, the Company shall indemnify the officers of the Company, the Managers, and each of the members and their respective officers, directors, employees, agents and controlling persons (each, an “Indemnified Person”), on request by the Indemnified Person, and hold each of them harmless from and against all losses, costs, liabilities, damages and expenses (including reasonable costs of suit and attorney’s fees) any of them may incur as an officer, a member, or Manager of the Company or as a controlling person of such member or Manager, in performing the obligations of an officer, Manager, or member with respect to the Company, as the case may be, INCLUDING ANY MATTER ARISING OUT OF OR RESULTING FROM THE INDEMNIFIED PERSON’S OWN SIMPLE, PARTIAL, OR CONCURRENT NEGLIGENCE, except for any such loss, cost, liability, damage or expense primarily attributable to the Indemnified Person’s breach or reckless disregard of fiduciary duties, gross negligence, willful misconduct, or fraud. If an Indemnified Person becomes involved in any action, proceeding or investigation with respect to which indemnity may be available under this Section 8, the Company shall reimburse the Indemnified Person for its reasonable legal and other expenses (including the cost of investigation and preparation) as they are incurred, provided that the Indemnified Person shall promptly repay to

the Company the amount of any such expense paid if it is ultimately determined that the Indemnified Person was not entitled to indemnification hereunder.

9. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of all of the members or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

10. Capital Accounts. A separate capital account shall be maintained for each member, including a member who hereafter acquires an interest in the Company, in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv).

11. Contributions. The capital contributions made or deemed to have been made by the Member on or prior to the date set forth herein are set forth in the books and records of the Company. No member shall be entitled or required to make any additional contribution to the capital of the Company.

12. Allocation of Profits and Losses. The Company's profits and losses shall be allocated among the members in proportion to their membership percentages.

13. Distributions. Distributions shall be made to the members at the times and in the aggregate amounts determined by the Managers. Such distributions shall be allocated among the members in the same proportion as their then capital account balances.

14. Assignments. A member may not assign in whole or in part its limited liability company interest without the written consent of the Managers, which consent may be granted or withheld in their sole and absolute discretion; provided that a member may assign its limited liability company interests as collateral security to any lender providing financing to the Company of any of its affiliates. Any lender (or its assignee or purchaser at a foreclosure sale) that forecloses upon any such limited liability company interests shall automatically become a member for all purposes hereunder with respect to such limited liability company interests and shall be entitled to all the rights and benefits of a member hereunder.

15. Resignation. A member may not resign from the Company without the consent of the majority of Managers.

16. No Article 8 Opt-In; No Certificates. A record of the Company's membership interests shall be maintained by the Company in its ledger but shall not be represented by any physical certificates. Upon the request of a member, the Managers shall cause the Company to verify for the benefit of such member the amount of such member's interests in the Company according to the Company's ledger. The Company elects that its membership interests shall not to be governed by Article 8 of the Uniform Commercial Code, and its membership interests shall be treated as general intangibles for purposes of Article 9 of the Uniform Commercial Code as in effect in the State of Delaware.

17. Liability of Members. The members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

18. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

* * * * *

IN WITNESS WHEREOF, the undersigned sole Member, intending to be legally bound hereby, has duly executed this Third Amended and Restated Limited Liability Company Agreement as of November __, 2018.

MEMBER:

BAY CLUB PROPERTIES HOLDINGS,
LLC,
a Delaware limited liability company

By: 
Name: Kevin Klipfel
Title: Chief Operating Officer and Secretary

**SIXTH AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
BAY CLUB PROPERTIES HOLDINGS, LLC**

This Sixth Amended and Restated Limited Liability Company Agreement (this “Agreement”) of **BAY CLUB PROPERTIES HOLDINGS, LLC** is entered into by the sole Member (as defined below) of the Company.

WHEREAS, on January 2, 2009, a Certificate of Formation was filed with and accepted by the Delaware Secretary of State, thereby forming a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101 through § 18-1109), as amended from time to time (the “Act”), called WAC SFTC Holding, LLC (the “Company”);

WHEREAS, on December 14, 2010, the Company’s membership interests were contributed from Fillmore WAC Holdings I, LLC to Fillmore WAC Holdings II, LLC;

WHEREAS, pursuant to those certain Restructure Documents as set forth in the Written Consent of the Managers of the Company, dated December 21, 2012, a restructure plan was implemented whereby the Company’s membership interests were distributed and assigned from Fillmore WAC Holdings II, LLC resulting in the final contribution to Fillmore WAC Holdings III, LLC;

WHEREAS, pursuant to that certain Membership Interest Distribution and Redemption Agreement, dated June 15, 2014, the Company’s Class B membership interest was distributed from Fillmore WAC Holdings III, LLC to BC Management Member, LLC;

WHEREAS, pursuant to those certain BC Equity Ventures LLC Exchange and Subscription Agreement dated June 16, 2014 and the BC Equity Ventures LLC Written Consent of the Managers dated June 16, 2014, the Company’s Class B membership interests were contributed from BC Management Member, LLC to BC Equity Ventures LLC and finally returned to the Company;

WHEREAS, on June 15, 2015, the Certificate of Amendment was filed with the Delaware Secretary of State to change the name of the Company from WAC SFTC Holding, LLC to “Bay Club Properties Holdings, LLC”;

WHEREAS, pursuant to that certain Agreement and Plan of Merger dated October 24, 2016, the Company’s membership interests were transferred from SFTC Intermediate, LLC to Bay Club Holdings I, LLC;

WHEREAS, pursuant to that certain Contribution Agreement, dated October 24, 2016 the Company’s membership interests were contributed to the Member;

WHEREAS, the Company was originally operated pursuant to the Limited Liability Company Agreement, dated January 2, 2009, which was amended and restated pursuant to the Amended and Restated Limited Liability Company Agreement, dated December 14, 2010, which

was amended and restated pursuant to the Second Amended and Restated Limited Liability Company Agreement, dated December 21, 2012, which was amended and restated pursuant to the Third Amended and Restated Limited Liability Company Agreement, dated June 15, 2014, which was amended and restated pursuant to the Fourth Amended and Restated Limited Liability Company Agreement, dated June 16, 2014, which was amended pursuant to the First Amendment to the Fourth Amended and Restated Limited Liability Company Agreement, dated June 15, 2015, which was amended and restated pursuant to the Fifth Amended and Restated Limited Liability Company Agreement, dated August 31, 2016 (collectively the “Original Agreement”);

WHEREAS, pursuant to the Act, the Member desires to enter into and execute this Agreement to set forth certain rights and obligations with respect to the Company and to supersede the Original Agreement in its entirety.

NOW, THEREFORE, the Member hereby agrees and covenants as follows:

1. Name. The Name of the limited liability company is **BAY CLUB PROPERTIES HOLDINGS, LLC** (the “Company”).

2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

3. Managers. The Company shall have such managers as designated by the Member (or its successors) from time to time (the “Managers”). The initial Managers of the Company are Anand Philip, Robert Shapiro and Matthew J. Stevens.

4. Members. The sole member of the Company is Bay Club Holdings II, LLC (the “Member”). The Member holds 100% of the membership interests of the Company.

5. Registered Office and Agent. The Company shall maintain a Delaware registered office and agent for the service of process as required by the Act. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Managers shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be.

6. Officers. The Managers may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, a member or a Manager. Any officers so designated shall have such authority and perform such duties as the Managers may, from time to time, delegate to them. Any officer may be removed at any time, with or without cause, by the Managers.

7. Powers. The business and affairs of the Company shall be managed by the Managers. The Managers shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Delaware. The Managers are hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and

file any amendments and/or restatements of the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Managers are hereby authorized, empowered and directed in the name and on behalf of the Company to approve, execute and deliver any and all agreements, certificates or any other documents on behalf of the Company.

8. Indemnity. To the fullest extent permitted by law, the Company shall indemnify the officers of the Company, the Managers, and each of the members and their respective officers, directors, employees, agents and controlling persons (each, an “Indemnified Person”), on request by the Indemnified Person, and hold each of them harmless from and against all losses, costs, liabilities, damages and expenses (including reasonable costs of suit and attorney’s fees) any of them may incur as an officer, a member, or Manager of the Company or as a controlling person of such member or Manager, in performing the obligations of an officer, Manager, or member with respect to the Company, as the case may be, INCLUDING ANY MATTER ARISING OUT OF OR RESULTING FROM THE INDEMNIFIED PERSON’S OWN SIMPLE, PARTIAL, OR CONCURRENT NEGLIGENCE, except for any such loss, cost, liability, damage or expense primarily attributable to the Indemnified Person’s breach or reckless disregard of fiduciary duties, gross negligence, willful misconduct, or fraud. If an Indemnified Person becomes involved in any action, proceeding or investigation with respect to which indemnity may be available under this Section 8, the Company shall reimburse the Indemnified Person for its reasonable legal and other expenses (including the cost of investigation and preparation) as they are incurred, provided that the Indemnified Person shall promptly repay to the Company the amount of any such expense paid if it is ultimately determined that the Indemnified Person was not entitled to indemnification hereunder.

9. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of all of the members or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

10. Capital Accounts. A separate capital account shall be maintained for each member, including a member who hereafter acquires an interest in the Company, in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv).

11. Contributions. The capital contributions made or deemed to have been made by the Member on or prior to the date set forth herein are set forth in the books and records of the Company. No member shall be entitled or required to make any additional contribution to the capital of the Company.

12. Allocation of Profits and Losses. The Company’s profits and losses shall be allocated among the members in proportion to their membership percentages.

13. Distributions. Distributions shall be made to the members at the times and in the aggregate amounts determined by the Managers. Such distributions shall be allocated among the members in the same proportion as their then capital account balances.

14. Assignments. A member may not assign in whole or in part its limited liability company interest without the written consent of the Managers, which consent may be granted or withheld in their sole and absolute discretion; provided that a member may assign its limited liability company interests as collateral security to any lender providing financing to the Company of any of its affiliates. Any lender (or its assignee or purchaser at a foreclosure sale) that forecloses upon any such limited liability company interests shall automatically become a member for all purposes hereunder with respect to such limited liability company interests and shall be entitled to all the rights and benefits of a member hereunder.

15. Resignation. A member may not resign from the Company without the consent of the majority of Managers.

16. No Article 8 Opt-In; No Certificates. A record of the Company's membership interests shall be maintained by the Company in its ledger but shall not be represented by any physical certificates. Upon the request of a member, the Managers shall cause the Company to verify for the benefit of such member the amount of such member's interests in the Company according to the Company's ledger. The Company elects that its membership interests shall not to be governed by Article 8 of the Uniform Commercial Code, and its membership interests shall be treated as general intangibles for purposes of Article 9 of the Uniform Commercial Code as in effect in the State of Delaware.

17. Liability of Members. The members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.


18. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

* * * * *

IN WITNESS WHEREOF, the undersigned sole Member, intending to be legally bound hereby, has duly executed this Sixth Amended and Restated Limited Liability Company Agreement as of October 24, 2016.

MEMBER:

BAY CLUB HOLDINGS II, LLC,
a Delaware limited liability company

By: 
Name: Matthew J. Stevens
Title: Chief Executive Officer

SANTA CLARA COUNTY PLANNING DEVELOPMENT APPLICATION

PROPERTY OWNER'S NAME	Phone	Email	Prefer correspondence: Email <input checked="" type="checkbox"/> Mail <input type="checkbox"/>
Bay Club Boulder Ridge	(415) 433-2200	Kevin.Klipfel@bayclubs.com	
Mailing Address	City	Zip	
Grant Takahashi Lee	(415) 361-7641; grant@gtlarchitects.com		
APPLICANT OR APPELLANT NAME	Phone	Email	Prefer correspondence: Email <input checked="" type="checkbox"/> Mail <input type="checkbox"/>
P.O. Box 16721	San Francisco	94122	
Mailing Address	City	Zip	
ADDRESS OF SUBJECT PROPERTY: 1000 Old County Road APN: 6960-010-025			
EXISTING USE OF PROPERTY: Golf Course, Club House & Banquette Hall ACCESS RESTRICTIONS (gate, dog, etc.): gate			
The ACKNOWLEDGEMENTS AND AGREEMENTS FORM on the reverse side of this application must be completed and signed by the property owner(s).			

FOR DEPARTMENT USE ONLY

FILE NUMBER: _____

PROJECT DESCRIPTION: _____

APPLICATION TYPES	FEE(S)	COMMENTS / SUBMITTAL MATERIALS
Architecture and Site Approval / ASX		
Building Site Approval / BA (Urban / Rural)		
Certificate of Compliance		
Design Review / DRX		
CEQA (EA / Cat Ex / Prior CEQA / EIR)		
Compatible Use Determination (WA / OSE)		
Geologic Report / Letter		
Grading Approval / Abatement		
Lot Line Adjustment / Lot Merger		
Pre-Screening		
Special Permit		
Subdivision		
Use Permit		
Variance		
Other		
TOTAL FEES		

Application fees are not refundable.

Submittal reviewed
and received by: _____
Date: _____

Coordinates: X _____ Y _____
Zoning: _____
General Plan: _____
Parcel Size: _____

USA / SOI _____
WA / OSE / HCP _____
Early Outreach: L1 / L2 _____
Previous Files: _____

ACKNOWLEDGEMENTS AND AGREEMENTS

FILE NUMBER: _____

I. INDEMNITY

Applies to all Planning applications.

As it relates to the above referenced application, pursuant to County of Santa Clara Ordinance Code Section A33-6, except where otherwise expressly prohibited by state or federal law, I hereby agree to defend, indemnify and hold harmless the County and its officers, agents, employees, boards and commissions from any claim, action or proceeding brought by any person or entity other than the applicant ("third party") against the County or its officers, agents, employees, boards and commissions that arises from or is in any way related to the approval of this application, including but not limited to claims, actions or proceedings to attack, set aside, void or annul the approval. If a third party claim, action or proceeding is filed, the County will promptly notify the applicant of the claim, action or proceeding and will cooperate fully in the defense. Notwithstanding the above, the County has the right to participate in the defense of any claim, action or proceeding provided the County bears its own costs and attorney fees directly associated with such participation and defend the action in good faith. The applicant will not be required to pay or perform any settlement unless the applicant agrees to the settlement.

II. FEES

Applies to hourly billable application types. Refer to Department of Planning and Development fee schedule.

- a. I/We the Owner(s) of the subject property, understand that my/our application requires payment of a minimum non-refundable fee, plus additional funds when staff hours devoted to the application exhaust the initial payment. Staff hours are billed at the hourly rate in effect at the time the staff hours are accrued.
- b. Typical tasks charged to an application include, but are not limited to, the following: intake and distribution of application, staff review of plans and other relevant materials; correspondence; discussions/ meetings with owner, applicant and/or other interested parties; visits to the project site by authorized agency staff; file maintenance; environmental assessment; staff report preparation; agenda and meeting preparation; meeting attendance; presentations to boards, commissions, and community groups; contract administration.
- c. The minimum nonrefundable fees for development applications are based on staff billing rates and staff hours needed to process a typical application. Staff hours may exceed a base application fee (requiring additional billing) due to project complexity and public interest on a project. This could include the need to review technical reports, conduct several meetings with the owner / applicant, and respond to public inquiries.
- d. Invoiced fees are due within 30 days of the date on the billing letter. **Fees not paid within 30 days are considered late and are subject to collection at the expense of the Owner.** While such fees are outstanding, the Planning Office reserves the right to cease all work on a project until said fees are paid in full.
- e. Any fees not paid within 45 days of invoicing shall be subject to interest charged at a rate equal to that earned by the County Treasury investment pool for that period.
- f. The owner and applicant are encouraged to periodically check on the status of their projects and fees. Questions regarding the status of hours charged to an application may be addressed to the planner assigned to the project.
- g. For more information on Planning Office application fees and how they are calculated, visit the County Planning Office web site at www.sccplanning.org.

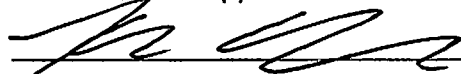
III. APPLICATION AUTHORIZATION AND AGREEMENT TO PAY

I (We), the Owner(s) of the subject property, hereby authorize(s) the filing of this application and on-site visit by authorized staff. In addition I (We) acknowledge and understand the information above related to fees and agree to pay all application fees. I (We) certify and accept the terms and conditions as described above.

OWNER'S NAME(S) (Please Print)

Kevin Kiefer

OWNER'S SIGNATURE(S)



DATE

10/9/20

County of Santa Clara

Development Services Office - Land Development Engineering - Inspection Division

For INSPECTION REQUESTS please contact (MINIMUM 48 HOURS AHEAD):

☐ Steve Beams - North County ☒ Mitchell Thompson - South County

(408) 299- 6867

(408)299-6869

LDE INSPECTION CARD

Required Inspection(RI)	RI	Insp Int'l	Date
1. Pre-Construction Meeting	✓		
2. Prior to BIO Foundation Insp.			
a. Clearing	✓		
b. Staking	✓		
c. Pad Certification			
i. Pad Location			
ii. Pad Elevation			
iii. Pad Compaction			
iv. Spoil Pile or Spreading			
d. Access Road/Driveway Rough Grade	✓		
e. Retaining Walls to Establish Access			
f. Minimum Road Section			
g. Turnaround			
h. Turnouts			
i. Fire Protection Water			
j. Erosion Control	✓		
3. Prior to BIO Final Sign-Off	✓		
a. Grading	✓		
i. Key Way	✓		
ii. Cut	✓		
iii. Fill	✓		
e. Storm Drainage Devices	✓		
i. Pipe Installation	✓		
ii. Dissipater	✓		
iii. Anchors			
iv. Trench Restoration	✓		
v. DI - type	✓		
vi. DI/MH - Pipe Connection	✓		
vii. DI/MH- Base, Barrel,Lid	✓		
viii. Detention Ponds			
ix. Bio-Swale, Retention pipe, O&M 45 Day Treatment Sys.			

PERMIT/FILE #	62181951 <i>B- / 2195-17G</i>
DESCRIPTION	Restoration of golf course due to landslide
APPLICANT	Boulder Ridge Golf and Country Club
LOCATION	1000 Quarry Road
ISSUE DATE	3/22/2018
EXP DATE	3/22/2020

PRIOR TO LDE SIGN OFF	Req'd	Date

above dropdown menu is also writable

☐ Drainage
 ☒ Grading
 ☐ C3
☐ Construction
 ☐ Abatement

NOTES: Approx. 4,500 cu yds offhaul
SWPPP Permit-QSP/QSD required

This list may be amended, as necessary, in the field by the County Inspection Team. All inspections checked require inspection by the LDE Inspector. All inspections listed below require a 48 hour notice to schedule an appointment. See back cover for instructions.

Sr. Construction Inspector Mitchell Thompson

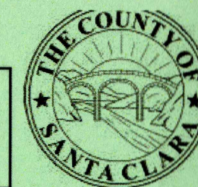
SIGNATURE *S. BEAMS*

Completion Date 10/26/20 Insp. Fee 15,000

Perf. Bond Amt. _____ % received _____

LDE PERMIT # **62181951**

Inspection fee release __ 25% __ 50% __ 75% __ 100%



Continued:	RI	Insp Int'l	Date
b. Storm Water Quality Improvements	✓		
i. BMP monthly inspections	✓		
c. Retaining Wall			
i. Footing / Pier Excavation			
(1) Obs. Rpt's from EOR			
ii. Regular and Special Steel			
(1) Obs. Rpt's from EOR			
iii. Footing Cantilever or Pier			
(1) Obs. Rpt's from EOR			
iv. Sub-drain and Backfill			
(1) Obs. Rpt's from EOR			
d. Common Access/Single Site/ Parking Lot			
i. Subgrade/Min. 95% Comp.			
ii. Baserock/Min 95%			
iii. Finish Surface			
iv. Curb and Gutter			
v. Sealant			
vi. Striping and Wheel Stops			
vii. Signage			
viii. Handicap Access			
f. Landscaping and Irrigation			
g. As-Built Submittal	✓		
i. Plans	✓		
ii. Long Term Erosion Control	✓		
iii. Const. Observation Letter	✓		
iv. Comp. Test Data Report	✓		
v. O&M Post Const. (CWP)			

THIS CARD & APPROVED PLANS MUST BE ONSITE AT ALL TIMES