

From: [Phan, Johnny](#)
To: [Downtown West Project](#)
Subject: FW: Downtown West documents for review
Date: Tuesday, April 6, 2021 2:28:23 PM
Attachments: [DISC Language-c.docx](#)
[Google - DW - COA re LTA triggers-c.docx](#)
[PRNS Parkland Agreement Understanding to Google-c.docx-c.pdf](#)

From: Straka, Stephanie <SStraka@coblentzlaw.com>
Sent: Monday, February 8, 2021 1:45 PM
To: Phan, Johnny <Johnny.Phan@sanjoseca.gov>
Cc: Miller, Gregg <gmiller@coblentzlaw.com>
Subject: Downtown West documents for review

[External Email]

Hi Johnny,

The following items are attached for review:

- DISC Language – We would like Nicolle to see this since it relates to the parkland agreement
- LTA triggers – This language should go to Jessica Zenk
- PRNS Parkland Agreement Understanding – This responds to the comment document from Nicolle

Thanks.

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Parkland Agreement General DISC Statement

City and Developer acknowledge and understand that the Project and the Parkland Dedication Obligation described herein are subject to any subsequent proceedings initiated by any of the DISC Partner Agencies (California High-Speed Rail Authority; VTA; Caltrain; MTC; and the City) to acquire any portion of the Plan Area, including any portion of the City-Dedicated Open Space. If any DISC Partner Agency initiates proceedings to acquire any portion of the Plan Area for an approved alignment and expansion of the rail right-of-way, Developer may be unable to proceed in the manner described herein, in which case a Community Benefits Adjustment will be needed, and Project Features will need to be reconfigured and/or redesigned. Reconfiguration and/or redesign also may be necessary in the event Developer is prohibited from building to the maximum heights reflected in the DWDSG as a result of adoption by City of a construction tower crane policy that prohibits or impacts Developer's ability to construct to such maximum heights. Any reconfiguration or redesign, regardless of the cause, would have a negative impact on Developer's master planning efforts, lessening the amount of square footage for both commercial and residential uses, and potentially reducing the number of residential units that may be developed within the Plan Area. As permitted by the Downtown West Planned Development Zoning district, General Development Plan, and Downtown West Design Standards and Guidelines, and subject to the requirements of Sections 3(F), 3(G), and 3(H) of this Agreement, such reconfiguration and/or reduction in residential development would result in a commensurate reduction to Developer's Parkland Dedication Obligation.

Parkland Agreement/ DISC Construction Impacts

Prior to dedication of a City-Dedicated Open Space to the City, if Developer determines, based on information made available by a DISC Agency(ies), that any portion of the Open Space is reasonably likely to require use by a DISC Agency(ies) for construction staging or similar disruptive activity within four years following its anticipated date of completion, Developer shall remain obligated to dedicate the land to the City, and the City shall accept such land, in accordance with the schedule set forth in Exhibit E5 and the terms of this Agreement; provided, however, Developer may elect to delay commencement of construction of the Park Improvements, or pause construction of the Park Improvements upon the affected portion of the City-Dedicated Open Space, as the case may be, until the DISC Agency activity within the Open Space has ceased. Once the DISC Agency(ies) notifies Developer and/or City that it no longer requires use of the affected portion of the City-Dedicated Open Space, or has otherwise indicated that it no longer requires use of the space, the City shall provide Developer with such rights of access as may be needed to allow Developer to timely and diligently complete the Park Improvements thereon. Thereafter, Developer shall have twelve (12) months to complete the Park Improvements. In the event Developer elects to delay commencement of construction of Park Improvements pursuant to this Section, Developer shall be permitted to furnish the Performance Security required by Section 6(A)(1) upon notification by the DISC Agency(ies) that the DISC Agency(ies) no longer requires use of the property. Developer's obligation to construct the Park Improvements within the affected portion of the City-Dedicated Open Space shall survive the termination or expiration of the Development Agreement; provided, however, that if use of all or a portion of a City-Dedicated Open Space by a DISC Agency(ies) would, in

the reasonable opinion of the Developer, delay completion of construction of the Park Improvements thereon by more than three years, notwithstanding Section 3(F) of this Agreement Developer may elect to provide the City with the remaining Park Improvements Value for the affected City-Dedicated Open Space, which the City shall use to construct the Park Improvements. If Developer elects to provide the City with the remaining Park Improvements Value, the City shall release any security associated with the incomplete Park Improvements upon receipt of the funds. Nothing in this Section shall relieve the City of its obligations to timely accept any completed Park Improvements as set forth in Section 2(F) of Exhibit E1 hereto and elsewhere in this Agreement, regardless of any potential future action by a DISC Agency(ies).

DA Definition re: DISC

"Community Benefits Adjustment" shall mean an adjustment or modification to the total acreage, units, amount, configuration, Completion or delivery schedule, or other elements of a Community Benefit, as permitted by the Downtown West Planned Development Zoning district, General Development Plan, and Downtown West Design Standards and Guidelines, that is necessitated by any subsequent proceedings initiated by the DISC Partner Agencies to acquire any portion of the Project Site in connection with DISC, if such acquisition results in a reduction in the development program as established by the Project Approvals.

LTA Triggers DA/CoA Language

As a result of the Local Transportation Analysis prepared by Fehr & Peers, dated July 2020, and included as Appendix J2 to the Draft Environmental Impact Report for the Project, City and Developer have identified certain "LTA Improvements Projects" to which Developer will contribute, through a combination of construction and financial contributions, for a total contribution value of thirty million dollars (\$30,000,000) (the "Total Contribution Value"), subject to escalation based on the Engineering News Record Construction Cost Index. As detailed in the LTA Improvements Estimated Budget below, Developer will construct certain LTA Improvement Projects at an estimated total cost of up to twenty million nine hundred ninety thousand dollars (\$20,990,000) (the "LTA Construction Contribution"), and Developer also will contribute an estimated total of nine million ten thousand dollars (\$9,010,000) toward the cost to construct other LTA Improvement Projects (the "LTA Financial Contribution").

In the event Developer's actual cost to construct an LTA Improvement Project is less than the estimated cost for that LTA Improvement Project reflected in the LTA Improvement Estimated Budget, either (a) Developer may allocate the balance of the estimated cost to its LTA Financial Contribution, or (b) Developer and City may mutually agree to allocate the balance (i) to another LTA Improvement Project identified in the LTA Improvement Estimated Budget, (ii) as a contribution toward transportation projects later identified in the Focused LTA, or (iii) as a contribution toward another transportation improvement(s) within the City. Such other transportation improvement(s) in the City, including any that may be identified under the Focused LTA, have not yet been identified and so are speculative, not reasonably foreseeable, and such improvements would be subject to separate review by that project's applicant pursuant to the California Environmental Quality Act, if required.

In the event Developer's actual cost to construct an LTA Improvement Project would exceed the estimated cost for that LTA Improvement Project reflected in the LTA Improvement Estimated Budget, Developer may draw from its LTA Financial Contribution, if available, to account for the higher cost, without penalty. If insufficient LTA Financial Contribution funds are available at the time the LTA Improvement Project is to be constructed by Developer, then either (a) the scope of the LTA Improvement Project shall be adjusted so that the actual cost does not exceed the estimated cost to construct the LTA Improvement Project as reflected in the LTA Improvement Estimated Budget, or, if that is not feasible, (b) Developer shall contribute (i) an amount equal to the estimated cost for the subject LTA Improvement Project toward the LTA Financial Contribution, or, if less than that amount remains in Developer's Total Contribution Value, (ii) Developer shall contribute the remainder of the Total Contribution Value toward the LTA Financial Contribution. If Developer proceeds in the manner described in (b) in this Paragraph, Developer shall not be obligated to construct the LTA Improvement Project. For clarity, in all instances, Developer's Total Contribution Value shall not exceed \$30,000,000, subject to escalation based on the Engineering News Record Construction Cost Index.

Negotiation Period Privilege; CPRA Confidential Treatment Request; Not for Public Release – CPRA Exempt; Confidential and Proprietary Business-Siting Information

Improvement/Description	LTA Construction Contribution	LTA Financial Contribution	Trigger	Phase
Focused Local Transportation Analysis improvements such as intersection improvements, new signals, at-grade rail crossing modifications and complete street improvements.	\$10,000,000		TBD	Varies
Study of a connector from the Airport to Stevens Creek Boulevard to Diridon Station Area.		\$400,000	F1 Occupancy	1
Study of Santa Clara Street dedicated public service lane within existing right-of-way from 17th Street to Interstate 880.		\$350,000	F1 Occupancy	1
Study of transit and light rail improvements within the project area, particularly at San Fernando Street and Delmas Avenue.		\$350,000	F1 Occupancy	1
Footbridge over the Los Gatos Creek north of West San Fernando Street	\$3,000,000		E1 Occupancy	1
At-grade signalized-trail crossing at West Santa Clara Street and Diridon Station Area.	\$400,000		E1 Occupancy	1
Feasibility study and concept design of the Bird Avenue/Interstate-280 bicycle and pedestrian multimodal connection from Diridon Station area to Garner community		\$500,000	F1 Occupancy	1
Bird Avenue/Interstate-280 bicycle and pedestrian multimodal connection from Diridon Station area to the Gardener community.		\$4,840,000	Full Build Out	3
Protected bikeway improvement on Bird Avenue between I-280 and West San Carlos Avenue		\$1,860,000	F1 Occupancy	1
Protected bikeway connection along Auzerai Avenue from Los Gatos Creek Trail to Bird Avenue. Does not include project frontage improvements or rail crossing modifications.	\$800,000		F1 Occupancy	1
Sidewalk extension under Highway 87 at Auzerai Avenue and Delmas Avenue. Improvements include a bulb-out at the north east quadrant.	\$1,110,000		Full Build Out	3
Bicycle connection and removal of the pork-chop island at the southwest corner at Coleman Avenue and Taylors Street.	\$2,000,000		Full Build Out	3
Taylor Street and State Route 87 improvements programmed by the City of San Jose and Caltrans.		\$220,000	Full Build Out	3
Goodyear Street and First Street intersection improvements per the Story- Keyes Complete Streets Corridor.		\$490,000	Full Build Out	3
Community Choice	\$3,680,000		TBD	TBD
Subtotal	\$20,990,000	\$9,010,000		
Total	\$30,000,000			

PRNS Parkland Agreement Understanding

Google responses shown in red

1. Parkland Obligation

TABLE 1 – Parkland Obligation [Exhibit E3]

Unit Type	Mid-Rise	High-Rise	Total	Land Obligation	In-Lieu Fee
Market Rate	112	3,288	3,400	15.68	\$50,536,000
Low-Income	600	0	600	4.21	\$6,780,000
Total Units	712	3,288	4,000	19.89	\$57,316,000

Once the parkland obligation is finalized, the individual units will have a blended parkland obligation per unit regardless of typology (High-Rise or Mid-Rise) or affordability. If the units in Table 1 remain, then Table 2 and 3 show the obligation by unit and north and south of Santa Clara. [detail added to Section 3(A) and to Exhibit E3]

TABLE 2 – Parkland Obligation by Unit [FEE TO BE CONFIRMED, Content of Table 2 will be added to E3]

Land	0.00497 ac
In-Lieu Fee	\$14,329

TABLE 3 – Parkland Obligation North and South of Santa Clara [Not Needed]

	Units	Land Obligation	In-Lieu Fee
South of Santa Clara	2,900	14.42	\$41,554,100
North of Santa Clara	1,100	5.47	\$15,761,900

2. Meeting the Obligation

Turnkey Parks and trails: 4.8 acres of constructed, deeded and dedicated parks and trails.

TABLE 4 – Land Dedication [Exhibit E4 & E7; acreages updated]

Area Name	Acreage Proposed [See E7]	Land Dedication Credit [See E4 plus unit value]	North or South of SC [not necessary - see map]
Los Gatos Creek Connector	0.76	\$2,449,814	South
Los Gatos Creek Parkland	0.54	\$1,740,658	South
Los Gatos Creek Trail	0.28	\$902,563	South
Social Heart (total acreage shown here; credit provided at 75% of total)	0.57	\$1,378,021	South
Los Gatos Creek Trail East	0.25	\$805,860	South
Subtotal Acreage south of SC	2.4		
St John's Triangle	1.51	\$4,867,394	North
Northend Park	0.89	\$2,868,862	North

Total (north and south of Santa Clara Street)	4.8	\$15,013,172	
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Costs to spend on construction (still remains to be discussed with Google; does NOT reflect their recent proposal of \$197 per SF)). **[Average costs are \$195 and will be reflected in Exhibit E4]**

TABLE 5 – Land Improvement Credits **[Exhibit E4-out of date; to be updated in forthcoming draft]**

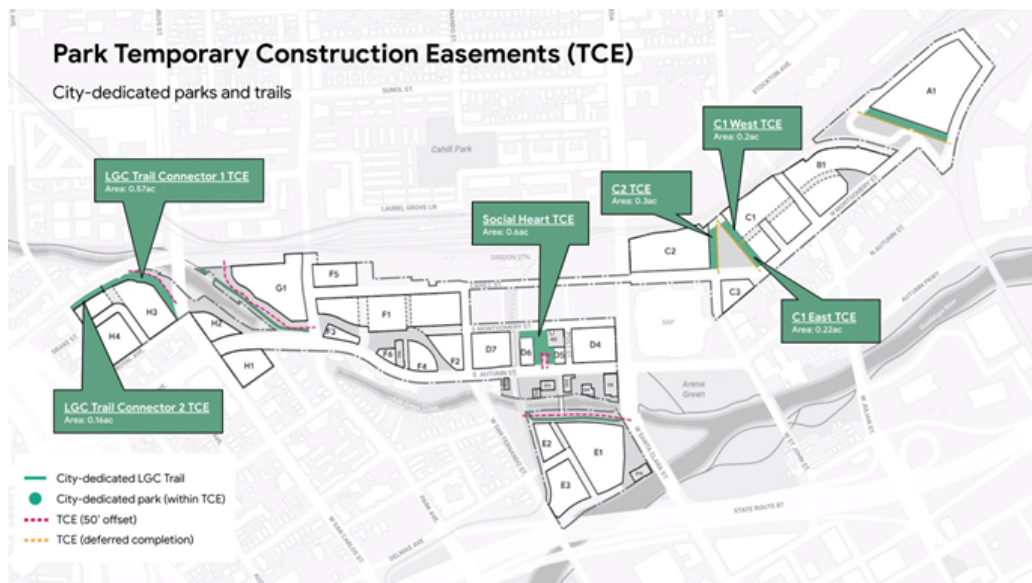
Area Name	Total Cost Proposed (October 2020)	Less 17.5% City Fees	Net Available for Construction	\$ per SF Available for Construction
Los Gatos Creek Connector	\$5,546,682	\$970,669	\$4,576,013	\$138
Los Gatos Creek Trail on G + parkland @ Los Gatos Creek Park (needs to be updated with 0.54 increase if accepted)	\$2,794,907	\$489,109	\$2,305,798	\$189
Social Heart	\$6,359,123	\$1,112,847	\$5,246,276	\$211
Los Gatos Creek Trail East on E	\$1,835,040	\$321,132	\$1,513,908	\$139
Subtotal \$ south of SC	\$16,535,752	\$2,893,757	\$13,641,995	
St John's Triangle	\$14,195,567	\$2,484,224	\$11,711,343	\$178
Northend Park (Need to be updated with 0.54 reduction)	\$8,225,748	\$1,439,506	\$6,786,242	\$175
Total	\$38,957,067	\$6,817,487	\$32,139,580	

The combination of land and improvements as noted above provides \$53,970,239 of the \$57,316,000 **[FEE TO BE CONFIRMED/UPDATED]** parkland obligation. This leaves a gap on the overall project of \$3,345,761.00. \$2,000,000 of the remaining in-lieu fee can be used for optional kiosks and pavilions in City-dedicated parks detailed in the DWDSG. The remainder obligation will be met through in-lieu fees. If the City does not use all the allocated kiosks and pavilions budget, the remainder be paid to the City as in-lieu fees. **[Section 2(I)]**

South of Santa Clara with 2,900 housing units proposed and 2.4 acres of public park to be built and **xx** of improvement credits, there is an imbalance of **sss** on the parkland obligation for those 2,900 housing units. This imbalance would be met by the proposed parks north of Santa Clara, which will be constructed after the development South of Santa Clara. This agreement seeks to provide a temporary means of balancing the obligation and insuring that adequate recreational space is available for those 2,900 units with the POPOS. **[Section 3(G)]**

In the event that there are Hazardous Materials on any of the Park Site in excess of generally accepted environmental screening limits for park land uses, (e.g. Environmental Screening Limits and California Human Health Screening Limits) and/or in violation of any hazardous materials/waste laws, the Director shall have the right to require Developer, as a condition of acceptance, to remediate the condition, including without limitation, removal of the Hazardous Materials. The type of remediation required for the Park Site shall be at no cost to the City and be subject to the review and approval of the Director.

Temporary construction easements in parks must be completed within 6 months after TCO before Final Certificate of Occupancy can be issued for of the building it fronts. [Section 2(D) + forthcoming exhibit to DA]



3. What if Google delivers slight variations to the proposed City-dedicated park area due to building footprint or other minor changes?

Google can reallocate area between City-dedicated parks without amendments as long as the total amount of open space and City-dedicated land does not decrease. **[To be added to Section 3(B)]**

The credit for land dedication and improvements will be adjusted based on the SF of the area change relative to the original anticipated size of the park (See Table 6 below). Both the land and the improvements will vary pro rata based on actual final SF of dedicated park. **[Section 3B]**

TABLE 6 – Parkland “True up” [OUT OF DATE]

Park/Trail	Land Expected (ac)	Land Expected (SF)	Land Value per SF	Actual Land Accepted (SF)	Percentage of Accepted Land/Land Expected (%)
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Los Gatos Creek Connector	0.76	33,106	\$74		
Los Gatos Creek Park	0.54	23,522	\$74		
Trail on G – in Los Gatos Creek Park	0.28	12,197	\$74		
Social Heart	0.57	24,829	\$56		
Trail on E – in Los Gatos Creek East	0.25	10,890	\$74		
Saint John Triangle	1.51	65,776	\$74		
Northend Park	0.89	38,768	\$74		

4. How will the Social Heart be protected from the underground parking garage? [TBD - pending agreement on transfer/assumption language]

A well-capitalized Google affiliated entity will continue to own the parking garage (or guarantee by parent), so that access to our parcel can be maintained forever and will have insurance requirements.

5. Privately Owned Open Space

Google proposes the following open space areas for public “permanent” public access south of Santa Clara Street.

TABLE 7 – POPOS “Permanent” Land [Exhibit E7]

Reference Name of Space	Acreage
Los Gatos Creek Park	0.51
The Meander	1.04
Creekside Walk at South Autumn Street	0.70
Gateway Plaza	0.65
Los Gatos Creek East	0.36
Riparian Setback	2.20
Total	5.46

This does not include spaces identified by Google as Riparian Corridor, Mid-Block Passages or Semi-Public Open Space. City will not provide credit towards the project’s parkland obligation for any privately owned space. The permanent POPOS are a temporary way to off-set the public parks and housing imbalance south of Santa Clara. [Section 3(H)]

Google to provide a map

6. What is excluded from “permanent” POPOS’ areas?

TABLE 8 – Excluded areas in “permanent” POPOS [POPOS ADDRESSED IN DA; language sent 1/27]

Excluded Area	Applicable “Permanent” POPOS
Existing building footprint	Creekside walk
Parking garage entrances and other encumbrances	All

7. What rules will govern these POPOS? [POPOS DA exhibit; POPOS provisions to be included in DA]

Need these from Google

8. How will these POPOS be managed/activated?

Advisory Committee

9. When can an entire POPOS be closed to the public? [POPOS DA EXHIBIT]

No more than one entire park may be reserved for a private event at one time, except for one time per year, when all privately owned public spaces may be reserved for no more than five consecutive days.

Each POPOS shall not individually be closed for public access during Public Access Hours more than six times per year, nor for more than eight hours in any one month.

10. When can the sections of the POPOS be closed to the public? [POPOS DA Exhibit]

TABLE 9 – POPOS’ Reservation

Description	Los Gatos Creek Park	The Meander	Creek Walk at Autumn Street	The Gateway and Los Gatos Creek East	Northend Park
Hours Open to Public	Sunrise – 12am	Sunrise – 10pm	Sunrise – 12am	Sunrise – 12am	Sunrise – 12am
Reservable Area	25% area at any one time (23k sf of 96.5k sf) Approx. 92% will be open to the public throughout the year	50% area at any one time (45k sf of 98k sf) Approx. 84% will be open to the public throughout the year	35% area at any one time (22.75k of 65k sf) Approx. 83% will be open to the public throughout the year	35% area at any one time (32.5k sf of 93k sf) Approx. 88% will be open to the public throughout the year	50% area at any one time
Google Events %/year each designated event zone	Up to 73 days per year (20%) from Sunrise – 12am	Up to 73 days per year (20%) from Sunrise – 12am	Up to 127 days per year (35%) from Sunrise – 12am	Up to 73 days per year (20%) from Sunrise – 2am	73 days per year (20%) from Sunrise to 12am

within the park may be reserved by Google					
Private Sponsored Events %/year each designated event zone within the park may be reserved by Google	Up to 54 days per year (15%) from Sunrise – 12am	Up to 54 days per year (15%) from Sunrise – 12am	Up to 54 days per year (15%) from Sunrise – 12am	Up to 54 days per year (15%) from Sunrise – 2am	54 days per year (15%) from Sunrise to 10 pm
Specialty Community Events (per year in designated event zones)	1	2	0	3	
Free Public Programs	12	74	18	18	

11. When will the Parks and POPO's be Delivered?

Developer has agreed to construct the city dedicated parks and the privately owned open space areas in accordance with the following schedule:

Need graphic from Google

TABLE 10 – Delivery Schedule [Exhibit E5]

Open Space	Ownership	Outside Date	EIR Phasing	Delivery Trigger
Los Gatos Creek Trail (D/E)	City Dedicated	12 months after TCO	1	E1
Los Gatos Creek Trail (G)	City Dedicated	12 months after TCO	1	G1
Los Gatos Creek Trail Connector 1	City Dedicated	12 months after TCO	1	Dedication of land with 1st residential building overall. Improvements with the residential building that pushes site coverage above 60% on H3

Social Heart	City Dedicated	12 months after TCO	1	Earlier of 1,000 Units, D7, or D4
Northend Park	City Dedicated	12 months after TCO	2	A1
Los Gatos Creek Connector 2	City Dedicated	12 months after TCO	2	Dedication of land with 1 st residential building overall Improvements with final residential building in H3
St. John Triangle	City Dedicated	12 months after TCO	3	Earlier of C2 or 3,250 Units
Creekside Walk at South Autumn Street	Privately-owned	30 months after TCO	1	Later CoO of D8-D13
Gateway to San José	Privately-owned	30 months after TCO	1	CoO E1
Los Gatos Creek East	Privately-owned	30 months after TCO	1	CoO later of E1 or E2
The Meander	Privately-owned	30 months after TCO	1	(F Office [excluding areas between F2/F4/150 South Montgomery, which are to be delivered within 30 months from the issuance of temporary certificate(s) of occupancy for the final building of F2, F4 or 150 South Montgomerys]); In the event F3 and/or F6 have not received temporary certificate of occupancy within twenty-four (24) months following issuance of a temporary certificate of occupancy for the office building on F1, the area of the Meander within fifty (50) feet of those buildings would be completed within six (6) months of issuance of temporary certificate of occupancy for buildings on F3 and/or F6
Los Gatos Creek Park 1	Privately-owned	30 months after TCO	1	G1

Los Gatos Creek Park 2	Privately-owned	30 months after TCO	2	H2
N. Montgomery Pocket Park	Privately-owned	30 months after TCO	2	B1

12. How will be POPOS be insured?

Liability insurance.

13. What if POPOS are delivered (sign-off of final inspection) after the 30 month trigger shown in Table 10?

If they fail to deliver:

1. They don't deliver a POPOS relative to the trigger building in the required time
Failure to timely deliver the POPOS will result in a monthly penalty fee of \$10 per square foot until the POPOS is delivered with an additional yearly fee (\$200) and after **xx** amount of time it goes into default and City can hold additional approval or permits.

2. They don't keep up with the overall SF of open space per unit (currently proposed at 52 SF/ unit)
[POPOS Information in the DA - UPDATED; Reference to be added to Section 3(H)]

14. Addressing the Imbalance of Public Park to Residential Development South of Santa Clara

The 2,900 units proposed south of Santa Clara Street would result in a parkland obligation of 14.34 acres or \$42,157,300. Total city dedicated parkland proposed south of Santa Clara Street and improvements results in **yyy**, leaving a gap in the obligation of **zzzz**. **[Exhibit E3; + 3(H)]**

Google can be permitted to build all 2,900 units south of Santa Clara Street without temporarily constructing St John's Triangle or Northend Park if they construct and make available for public use 4 of the 6 acres "Permanent" privately owned open spaces noted in Table 7 above. These spaces will serve to temporarily meet the parkland obligation. Before being issued a certificate of occupancy for any residential building (north or south of Santa Clara) Developer must demonstrate that the combination of dedicated city parks and privately owned spaces provide a minimum of 52 square feet of recreation space per unit (cumulatively). **[Section 3(H)]**

TABLE 11 – Amount of City-dedicated park per resident [Not Needed see Section 3(H)]

Number of residents	Corresponding area of public park when project is completed
4,000	4.8 acres
1	0.0012 acres (52 SF)

15. Private Recreation Credits for Residential Buildings

Developer can apply for Private Recreation Credits for any proposed residential building at the time of conformance review. Private Recreation Credit can be issued by PRNS in accordance with Resolution 73587, dated January 9, 2007. [Section 2(L)]

Private Recreation Credit exhibits shall be submitted by Developer with each conformance review packet for the residential building for which credit is being requested. PRNS will review exhibits and document the amount of available credit for each building. The amount of credit awarded for each residential building and the cumulative credits available for the total project will be documented by the city and provided to the Developer. Private recreation credits will be “banked” and not applied to the park fee until the terms noted below. [to be added to Section 2(L)]

16. When can Developer Use Private Recreation Credits?

“Banked” Private Recreation Credits can be applied under the following conditions: [Info shown out of date; See 2(N)]

- (1) After 2.4 acres of publicly owned park has been dedicated and accepted south of the Santa Clara Street; and
- (2) Developer has demonstrated use of reasonable business efforts to acquire and dedicate the parks north of Santa Clara; and
- (3) Developer has completed construction of and provided “with similar rights to a dedication” commitment on at least 4 of the 6 acres of areas identified in Table 7 (pending review of mapping)

17. North of Santa Clara Check-in Dates [OUT OF DATE]

In Year 10 and Year 15: Google will need to deliver parks corresponding to the built or in-progress units. If Google has built more than 2,000 units (therefore incurred an obligation that can only be delivered via parks north of Santa Clara), then on a tri-annual (once per 3 years) after year 20: The City can:

1. Wait until Northend parks plan is delivered per triggers in Table 10.
2. City can elect to have Google fee out of remaining units of fee (inflated at CCI)

18. What if Developer Never Builds Residential North of Santa Clara? [BELOW IS OUT OF DATE; see Section 3(J); 3(F), 3(H)]

1. If less than 2,000 units are built south of Santa Clara, then Google needs to build at least the required parks to meet minimum parks per unit before the 30 year mark, even if trigger buildings not built.
2. If more than 2,000 units built south of Santa Clara, then Google needs to build 2.4 acres of parks, plus fee out or use private rec credit for any units above 2,000.

NOTE: that the 30 year settlement can not be fulfilled by POPOS (as they could during the 30 year period)--even if the trigger buildings are not built the actual parks have to be built as part of settlement.

19. When does Developer Post Bond for City Parks?

Developer will post bonds as defined in the Standard Parkland Agreement (payment, performance, etc.) at the time building permit is issued for associated building as defined in the Table 10, above. [**PENDING FURTHER DISCUSSION**]

20. Design / Conformance Review Process

For City owned Parks: PW / PRNS / Developer coordination on outreach and design review and comment at 35%, 65%, 95% - typical turnkey process (**Section 4(B)**]

Privately Owned Open Spaces: Conformance review shall be in accordance with process outlined in DWDSG [**In DA**]

Remaining Parks Issues/Questions in Spreadsheet