From: Zenk, Jessica
To: [redacted]
Cc: Burnham, Nicolle; Downtown West Project
Subject: RE: Deep in the bowels of Google"s DA
Date: Friday, April 16, 2021 12:39:38 PM

Thank you very much, Jean!

Nicolle (added) has been more significantly in the lead on the Private Open Space, with DOT support; I like your suggestion to talk it through, and I'd happily make time next week.

Nicolle, do you agree?

Best,
Jess

-----Original Message-----
From: Jean Dresden [redacted]
Sent: Friday, April 16, 2021 12:15 PM
To: Zenk, Jessica <Jessica.Zenk@sanjoseca.gov>
Subject: Deep in the bowels of Google's DA

[External Email]

Back again, with another question—

Buried within Appendix F of the Google development agreement is a discussion of the Private Open Space covenant (not easement) and the private usage (6 days per year of any portion and 5 days per year of the WHOLE system for a Google private party. The covenants allows Google to abandon the private the open space with a Council super-majority vote or whenever they tear down buildings. “redevelop.” It’s not clear whether the redevelop can include buildings that are currently standing or only buildings that are yet to be built and will be redeveloped 20, 30 years from now. They are also promoting a GP amendment that allows conversion of PQP to housing or office.

So I started wondering about all the private mid-block walkways and private streets and wondered whether they are affected by these same conditions.

Or are there similar covenants buried in a different part of the DA?

Are those lands considered PQP?

I am wondering whether some of these details could strangle access to Diridon Station during Google's 5-day parties? Is Google allowed to close the mid-block passages? The private streets? Could we end up with Google as a wall preventing easy access to the station?

What if Google chooses to redevelop either in the future, or liberally interpret current demolition of buildings, could those access points disappear?

Notably, in Mountain View earlier this year, Google applied for and received relief from their Development agreement and closed access to their campus which previously was publicly available. Google argued that it was a safety issue because someone shot up one of their other facilities. I can see them using the same argument for every bit of privately owned public access. They are installing a 12 foot wall it prevent access.

So to summarize, to what extent are DOT's access plans affected by Google's parties and ability to convert the publicly accessible privately owned lands into a fortress? Any risk from the broad language of the DDA? From the General Plan Amendment?

A phone call would be fine, too, if that works better than writing….

Thanks,
Jean Dresden