

From: [Burnham, Nicolle](#)
To: [Downtown West Project](#)
Subject: FW: Google's Responses/so far
Date: Saturday, April 24, 2021 11:47:40 AM

-----Original Message-----

From: Jean Dresden [REDACTED]
Sent: Friday, April 23, 2021 9:46 AM
To: Burnham, Nicolle <nicolle.burnham@sanjoseca.gov>
Subject: Google's Responses/so far

[External Email]

1. GP Amendment on PQP.

Within Downtown West, only lots A, B, C

Acknowledged that the language of amendment includes ALL of DSAP. (VTA, SAP Arena).

I expressed concern not transparent and a problem that in the package for their project.

ANSWER: They will ask their attorney.

2; Easement vs. Covenant

Attorney told Bethany Windle Conservation Easement is wrong because the intent is for natural land.

Attorney said Covenant is right for recreation, accessible, hours, flexibility in the future.

I asked why not a negative easement?

Bethany: DK, I'm not an attorney. Never heard of that.

I pushed harder. Bethany: we spoke to advocates and other community partners, must balance all comments with flexibility in the future.

(What I hear/not said—we don't care about your view. We need to be able to sell the land for profit in future.) Then Bethany Claims that if building is torn down must maintain the open space number per Downtown West Design Guidelines.

I ask: even if you sell the entitlement?

They claim: yes.

I didn't ask, but should have, are Downtown West Design Guidelines legal absolutes or "GUIDELINES"?

I ask about "redevelopment" language, i.e. interim uses. Then tear down the building and it triggers the redevelopment portion of the covenant that eliminates the POPO. Bethany argues that POPOS are tied to new buildings. She thinks that POPOS don't exist during interim usage so the redevelopment language doesn't apply, concluding "I am not an attorney." Will have to check with attorney.

FUTURE TOPICS:

Attorney Answer about PQP Amendment: Downtown West vs. DSAP in the amendment.

Attorney Answer about interim use negating the POPOS Downtown West Design Guidelines: legal absolutes? Standards or Guidelines?

Where does it state Standard is legal absolute? Where does it state standard is the number of acres as specified in chart?

Where does it state those number are unaffected by the 10% "less than material change?"

Are less than “Material change” cumulative? i.e. 9.9% on each side resulting in 19.9% reduction?
Hotel/SRO—why separate fund? What nexus? Park trust fund nexus or some other? who decides use?
MOU Language—requirement for open space—no longer posted on City website—can you provide and clarify exclusion of open space?
AP comments about undesirable social element—the poor? POC?
Affordable at Auzerai
Five- day party and access to Diridon station. Chain link fence along the trail? Along Social Heart?
Creek crossings—subject to same closing rules or not? where specified? Utility crossing language—security concern?

This message is from outside the City email system. Do not open links or attachments from untrusted sources.