

From: [Phan, Johnny](#)
To: [Downtown West Project](#)
Subject: FW: Google - DW - DA Exhibit P
Date: Tuesday, May 18, 2021 11:29:29 AM
Attachments: [Exhibit P 10-20 Year Development Obligation Status Notice - CPDB 3-31-21 Draft-c.docx](#)

From: Straka, Stephanie <SStraka@coblentzlaw.com>
Sent: Friday, April 9, 2021 10:21 AM
To: Phan, Johnny <Johnny.Phan@sanjoseca.gov>
Cc: Miller, Gregg <gmiller@coblentzlaw.com>
Subject: Google - DW - DA Exhibit P

[External Email]

Johnny, See attached Exhibit P (Form of Notice Regarding Status of Satisfaction of Ten or Twenty Year Development Obligation) for review. Thanks.

Stephanie R. Straka | Special Counsel
Coblentz Patch Duffy & Bass LLP
One Montgomery Street, Suite 3000
San Francisco, CA 94104
Direct 415-772-5750 | Cell 951-333-5572 | Office 415-391-4800
sstraka@coblentzlaw.com
www.coblentzlaw.com

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Exhibit P

Form of Notice Regarding Status of Satisfaction of Ten or Twenty Year Development Obligation

[On Developer Letterhead]

_____, __, 20__

Via Hand Delivery and Electronic Mail

Director of Planning, Building, and Code Enforcement
Planning Department
City of San José
200 East Santa Clara Street
San José, CA 95113-1905

Re Status of Satisfaction of [Ten][Twenty] Year Development Obligation under the Development Agreement, by and between the City of San Jose and Google LLC, dated _____, 2021, as amended

Dear _____:

We provide this notice of the status of the [Ten][Twenty] Year Development Obligation (the “Obligation”) pursuant to Section 11.2 of the Development Agreement. Capitalized terms that are used but not defined in this notice shall have the meanings given such terms in the Development Agreement. Developer hereby certifies to the City that (i) the deadline for satisfying the Obligation is _____, 20__, and (ii) as of the date of this notice, the following have occurred:

- [] Substantial Completion of the base building(s) for not less than two million (2,000,000) [additional] gross square feet of office development within the Project Site, and completion of all payments or contributions, including Community Benefits, due pursuant to the Development Agreement with respect to such two million (2,000,000) [additional] gross square feet of office development.
- [] Payment or performance, pursuant to the Development Agreement, of the Community Benefits associated with two million (2,000,000) [additional] gross square feet of office development, which Community Benefits, as of the date of such payment or performance were equal to \$[____]/gsf of office (\$[____]/gsf for Community Stabilization and Opportunity Fund and \$[____]/gsf for Unallocated Community Benefit Commitment).
- [] Partial performance of the obligations described in the preceding paragraphs as follows (i) Substantial Completion of the base building(s) for [_____] ([_____] gross square feet of office development within the Project Site, and completion of all payments or contributions, including Community Benefits, due pursuant to the Development Agreement with respect to such amount of gross square feet of office development; and (ii) payment or performance, pursuant to the Development Agreement, of the Community

Benefits associated with [] ([]) gross square feet of office development, which Community Benefits, as of the date of such payment or performance were equal to \$[]/gsf of office (\$[]/gsf for Community Stabilization and Opportunity Fund and \$[]/gsf for Unallocated Community Benefit Commitment).

Accordingly, Developer [has][has not] satisfied the Obligation as of the date of this notice.

[If Developer has not satisfied the Obligation, then include the following, as well as providing the reasons for Developer's failure to satisfy the Obligation if relevant: In order to satisfy the Obligation, Developer needs to perform the following work [and][or] make the following payments: _____ . Developer anticipates that it will satisfy the Obligation on or before _____, 20__ . Developer will provide City with a supplemental notice substantially in the form of this notice in which Developer certifies to the City the then-current status of the satisfaction of the Obligation.]

If you disagree with any of our statements in this notice, then, within thirty (30) days after the date of this notice, please provide us with a notice in which you describe the statements you disagree with and why you disagree. In the absence of such notice, we will assume you agree with our statements and will proceed accordingly. Please address such notice to:

_____.

Sincerely,

[]

cc City Attorney
Office of the City Attorney
City of San José
200 East Santa Clara Street
San José, CA 95113-1905

City Manager
Office of the City Manager
City of San José
200 East Santa Clara Street
San José, CA 95113-1905

Director of Economic Development
Office of the City Manager
City of San José
200 East Santa Clara Street
San José, CA 95113-1905