

**From:** [Phan, Johnny](#)  
**To:** [Downtown West Project](#)  
**Subject:** FW: Exhibit P 10-20 Year Development Obligation Status Notice  
**Date:** Tuesday, May 18, 2021 12:02:25 PM  
**Attachments:** [Exhibit P 10-20 Year Development Obligation Status Notice.DOCX](#)

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**From:** Phan, Johnny  
**Sent:** Tuesday, April 13, 2021 10:46 AM  
**To:** Miller, J. Gregg <[gmler@coblenzlaw.com](mailto:gmler@coblenzlaw.com)>  
**Cc:** Straka, Stephanie <[ssraka@coblenzlaw.com](mailto:ssraka@coblenzlaw.com)>  
**Subject:** Exhibit P 10-20 Year Development Obligation Status Notice

See attached Exhibit P. Thanks. Johnny

## Johnny V. Phan

**Chief Deputy City Attorney**  
**Office of the City Attorney**  
**City of San Jose**  
**200 East Santa Clara Street**  
**San Jose, CA 95113-1905**  
**Main Ph: (408) 535-1900**  
**Direct No.: (408) 535-1981**  
**Fax No. (408) 998-3131**

**NOTICE TO RECIPIENT:** This communication is intended **only** for the person to whom it is addressed, and may be protected by law. If you receive this in error, any review, use, dissemination, distribution, or copying is strictly prohibited. Please notify us immediately of the error and delete this communication and any attached documents from your system. Thank you for your cooperation.

**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 ~~development~~ (\$[\_\_\_\_]/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 development (\$[ ]/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,

[ ]

Vice President, Real Estate and Development

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