

**Summary Table of Development Agreement Key Terms
Middlefield Park Master Plan**

DA Topic	Included in DA	Details
TERM	<ul style="list-style-type: none"> • <u>Initial Term</u> – 12 Years • <u>Extended Term</u> – 8 Years • Total: 20 Years 	<p>To obtain the Extended Term, applicant must deliver on the following performance milestones:</p> <ul style="list-style-type: none"> • Maintain minimum City Code requirements; • Deliver 2.4 acres of “development ready” land for affordable housing; • Construct to occupancy Phase 1 residential market-rate units (approx. 850 units, 50% of units); • Pay \$1.5 million in “People Centric Funds” – \$0.5 million 90 days after effective date and \$1 million at first office building permit; • Construct to occupancy 14,000 sq. ft. of subsidized ground-floor commercial space for Small Business Program (2/3rds of required space) • Expend 50% of the support funds for the Small Business Program
TERM EXTENSION	<ul style="list-style-type: none"> • <u>Extension</u> - 2 years (cumulative) • Maximum total with extension: 22 Years 	<ul style="list-style-type: none"> • Extensions can only be granted in accordance with “Force Majeure” (e.g. unusually severe weather, earthquake, a new pandemic, etc.) • Extension could be applied to Initial Term, Extended Term or a combination of both
AGREEMENT EFFECTIVE DATE	<ul style="list-style-type: none"> • 30 days after Ordinance is effective <u>OR</u> by Year 3 after Ordinance is effective if litigation occurs 	
IMPACT FEES	<ul style="list-style-type: none"> • <u>Initial Term</u> – Fees locked in with annual escalation; 	<ul style="list-style-type: none"> • Annual fee escalation is the same as in City budget (e.g. Consumer

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	<ul style="list-style-type: none"> • <u>Extended Term</u> – New or increased fees apply to net new office; not to remaining residential or rebuilt office. Subject to \$11 million credit (amount of Public Benefits) applicant can apply against new/increased fees. • <u>Fee Waiver</u> - All impact fees are waived (excluding the Housing Impact Fee) for a Grocer tenant should they locate in the project 	<p>Price Index, Construction Cost Index, etc.)</p> <ul style="list-style-type: none"> • Applicant is paying the new East Whisman Precise Plan Development Impact Fee
<p>PUBLIC BENEFITS</p>	<p><u>\$11 Million total to City includes:</u></p> <ul style="list-style-type: none"> • \$1 million in People Centric Funds; • \$1 Million in Public Art in Ellis Park POPA Open Space; • \$9 Million toward amenities in Maude Park; <p><u>Additional benefits include:</u></p> <ul style="list-style-type: none"> • \$250,000 Bridge Feasibility Study; • City use of Ellis Plaza up to 5x annually at no rental cost; • City use of Ellis Community Pavilion building up to 12x per year at no rental cost; • 40 parking spaces to be shared in the project for Maude Park visitors at no cost; • Agreed to make good efforts to obtain a Use- 	<ul style="list-style-type: none"> • Provided by applicant as part of the DA, separate from required project Community Benefits per East Whisman Precise Plan or other City Code requirements

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PROJECT PHASING	<p>Tax Point-of-Sale Permit for the project site</p> <ul style="list-style-type: none"> At discretion of applicant, but must maintain compliance with City regulations (e.g. Park Land Ordinance, Jobs-Housing Linkage Program, etc) 	<ul style="list-style-type: none"> Applicant can't occupy office buildings until associated residential units (as part of Jobs-Housing Linkage) have been constructed and obtained occupancy; Park land phasing will require Letter of Credit to be issued/reissued annually to City until land is dedicated; Applicant will provide Letter of Credit for POPA Open Space to be retained by City until construction is completed
MAUDE PARK FUNDING AND INVOLVEMENT	<p>\$9 Million funding is to be provided to City as:</p> <ul style="list-style-type: none"> 22% of funding to City for design contract for Maude Park (approx. \$2 million); 78% of funding to City for construction contract for Maude Park (approx. \$7 million) Developer will participate in City's standard park design and construction process for Maude Park 	<ul style="list-style-type: none"> Applicant is to notify City of intent to deliver Maude Park land 2 years prior to delivery; City will assign a Project Manager for Maude Park after notification (Public Works Dept); City will prioritize the design and construction of Maude Park in the City's park pipeline; Applicant will be involved in the park design process (see Table G2, Exhibit G of DA); If City needs assistance with funding or constructing the park (after a Council-approved park design), then City can approach Google to assist (with City paying funds back over time).
SUBSEQUENT PERMITS/APPRVOALS	<ul style="list-style-type: none"> Applicant must obtain subsequent permits from City and other oversight agencies to build in the Master Plan; Zoning permits will be valid for 4 years; if no 	<ul style="list-style-type: none"> City must approve subsequent permits consistent with Master Plan, Precise Plan, City Codes, and Current Laws; Applicant must enter into a Master Encroachment Agreement with City to encroach in the public right-of-

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	<p>building permits are issued or construction commences in that time, then applicant must reapply for zoning permit.</p>	<p>way and on public land if it pursues a private district utility system;</p> <ul style="list-style-type: none"> • Applicant will be required to comply with any future changes in City Code related to landscaping (tree) palette requirements and lighting standards that may be come from City's biodiversity strategy
<p>AMENDMENTS TO AGREEMENT</p>	<ul style="list-style-type: none"> • <u>Operating Memorandum</u> – for minor, non-material clarifying corrections or refinements; • <u>Amendment to Agreement</u> – for material changes to DA 	<ul style="list-style-type: none"> • Operating Memorandums executed by Community Development Director and City Attorney; • Amendment to Agreement requires City Council approval by ordinance.
<p>OTHER ITEMS/INFORMATION</p>	<ul style="list-style-type: none"> • Staffing and Processing Agreement; • Temporary Overlap in Office Building Occupancies 	<ul style="list-style-type: none"> • Applicant is proposing a staffing and processing agreement to fund staffing resources to coincide with subsequent permits required to implement the Middlefield Park Master Plan. Once the agreement is drafted, City staff will return for Council consideration on the agreement; • Applicant may need to retain old office building(s) for employee use, while new office building(s) is being constructed to allow for employees to transfer from one building to the other (approximately 90 day overlap)