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**DEVELOPMENT AGREEMENT**

**BETWEEN**

**THE CITY OF SANTA CLARA,**

**a chartered California municipal corporation,**

**AND**

**YAHOO!, INC.**

**This Development Agreement is being re-recorded to replace that certain Development Agreement recorded on June 28, 2010 as Document #20755965 ("Original Recorded Development Agreement") in order to include Exhibit "Fair Share" and Exhibit "Phasing Plans" which were not included with the Original Recorded Development Agreement due to a clerical error. Each and every term of the Original Recorded Development Agreement is and are the same as this Development Agreement, except that the two exhibits are now been included.**

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### EXHIBITS

- Exhibit "PropDesc" (Legal Description of Property)
- Exhibit "Plans" (Development Plan)
- Exhibit "CoA-Z" (Conditions of Approval)
- Exhibit "MMRP" (Mitigation Monitoring and Reporting Program)
- Exhibit "Fair Share" (Fair Share Traffic Fees)
- Exhibit "Phasing Plans" (Project Phasing Plans)

## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between CITY OF SANTA CLARA ("City"), a chartered California municipal corporation, and Yahoo!, Inc. ("Developer"), (collectively the "Parties") on May 25, 2010 ("Effective Date").

### RECITALS

Developer and City enter into this Agreement on the basis of the following facts, understandings and intentions, and the following recitals are a substantive part of this Agreement:

- A. Sections 65864 through 65869.5 of the California Government Code authorize the City to establish procedures to enter into binding development agreements with persons having legal or equitable interests in real property located within the City for development of property.
- B. "The Code of the City of Santa Clara, California" ("SCCC"), Section 17.10.010 and following, establishes the authority and procedure for review and approval of proposed development agreements.
- C. Developer is currently the legal owner of the property ("Property") governed by this Agreement. The Property consists of nine (9) separate parcels (APNs 104-04-151, 143, 142, 150, 112, 113, 065, 111, 064) totaling 46.01 acres and Democracy Way, a public street, the combined total project area is 48.6 acres bounded by Tasman Drive to the north, Old Ironsides Drive to the east, Hetch Hetchy right-of-way to the south and Patrick Henry Drive to the west, as further described in Exhibit "PropDesc", attached hereto and incorporated by this reference.
- D. Developer has submitted the following application(s) to the City for development of the Property, which includes Certifying the Environmental Impact Report (EIR); Rezoning from ML (Light Industrial) to PD (Planned Development) to construct a campus development project; Development Agreement for phased development of the office campus; Vacation of Democracy Way and Vesting Tentative Parcel Map to abandon an existing public right-of-way and reconfigure nine existing developed parcels into four separate parcels to construct the phased office campus development; Zoning Administrator Modification to reduce minimum on-site parking requirement from 10,200 to 9,900 or 9,653 spaces without the spaces on the Hetch Hetchy right-of-way; and Architectural Review.
- E. The Application(s) request that Developer be allowed to develop the 48.6 acre Property with the phased development of a 3,060,000 square foot office/R&D/commercial campus consisting of 13 six-story buildings, three two-story commons buildings, surface parking, two levels of below grade parking, site circulation, landscaping, and public and private improvements. The project includes the vacation of Democracy Way, relocation of existing utilities, installation of new facilities, and dedication of land at the southwest corner of the project site for City construction of a City owned and operated electric substation. A Vesting Tentative Parcel Map is also proposed to aggregate the nine

parcels that comprise the project site into four separate lots for project phasing. (collectively, the "Project").

- F. The Project, including but not limited to the buildings, access and parking facilities, landscaping, and infrastructure improvements, are all more particularly shown on the development plan consisting of (36) thirty-six sheets of plans submitted by RMW Architecture dated October 10, 2009 ("Development Plan"). All sheets of the Development Plan are attached hereto as Exhibit "Plans" and incorporated by this reference.
- G. Through this Agreement, the Parties intend to preserve the permitted uses, size and density of development as set forth in the Planned Development (PD) Zoning approval. City and Developer each acknowledge that development and construction of the Project is a large-scale undertaking involving major investments by Developer and City, and assurances that the Project can be developed and used in accordance with the terms and conditions set forth herein and the existing rules governing development of the Property will benefit both Developer and City.
- H. City is willing to enter into this Agreement for the reasons enumerated in SCCC 17.10.010 to: (i) eliminate uncertainty in the comprehensive development planning of large-scale projects in the City, such as the Project; (ii) secure orderly development and fiscal benefits for public services, improvements and facilities planning in the City; (iii) meet the goals of the General Plan; and (iv) plan for and concentrate public and private resources for the mutual benefit of both Developer and City.
- I. Developer acknowledges and recognizes that material inducements for the City to enter into this Agreement are: (i) an opportunity to create an office/R&D/commercial campus; (ii) the contributions by Developer to the City's Housing Fund and toward improvements along Tasman Way; (iii) the contributions to specific transportation, bicycle and pedestrian improvements; and (iv) construction of a development designed to USGBC LEED gold standards for new construction as of the Effective Date of the Development Agreement. City's willingness to enter into this Agreement is a material inducement to Developer to implement the Project, and Developer proposes to enter into this Agreement in order (i) to obtain assurances from City that the Property may be developed, constructed, completed and used pursuant to this Agreement, and in accordance with existing policies, rules and regulations of the City, subject to the exceptions and limitations expressed herein and the term of this Agreement; and (ii) to provide for a coordinated and systematic approach to funding the cost of certain public improvements and facilities planned by the City, and to establish the timing and extent of contributions required from Developer for these purposes.
- J. Developer requested City enter into a development agreement, and proceedings have been taken in accordance with State law, as set forth below.
- K. On April 14, 2010, City's Planning Commission held a duly noticed public hearing on this Agreement and (i) determined that consideration of this Agreement based on the Final Environmental Impact Report ("EIR") complies in all respects with the California

Environmental Quality Act (“CEQA”); (ii) determined that this Agreement is consistent with the City’s General Plan; and (iii) recommended that the City Council approve this Agreement.

- L. On May 11, 2010, the City Council held a duly noticed public hearing on this Agreement and (i) determined that consideration of this Agreement based on the EIR complies in all respects with CEQA; (ii) determined that this Agreement is consistent with the City’s General Plan; and (iii) introduced Ordinance No. 1858, approving this Agreement.
- M. On May 25, 2010, the City Council adopted Ordinance No.1858, enacting this Agreement and the execution thereof, and the Ordinance will become effective thirty (30) days later on June 24, 2010 (“Ordinance Effective Date”).
- N. Certain improvements as set forth in the conditions of approval (“Conditions of Approval”) which are attached hereto as Exhibit “CoA-Z” and incorporated herein by this reference, are necessary to provide infrastructure support for the Project.
- O. Developer plans to develop the Project in three (3) phases, which are outlined in more detail in the Development Plan and Conditions of Approval. Any modification to the content and/or sequencing of the Phases must comply with Section 2, Paragraph 2.7 of this Agreement.

## AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in California Government Code section 65864 and following, and SCCC 17.10.010 and following, and in consideration of the mutual representations, covenants and promises of the Parties, the Parties hereto agree as follows:

### 1. TERM

- 1.1 **Duration of Term.** The term (“Term”) of this Agreement shall commence on the Effective Date set forth above, approving this Agreement, and shall continue for a period of Ten (10) years, unless sooner terminated or extended as hereinafter provided.
- 1.2 **Options.** If a Certificate of Occupancy has been issued for at least fifty percent (50%) of Phase I as set forth in the Development Plan within ten (10) years from the Effective Date, then the Term of the Agreement shall be automatically extended by an additional five (5) years. If a Certificate of Occupancy has been issued for at least fifty percent (50%) of Phase II as set forth in the Development Plan within fifteen (15) years of the Effective Date, then the Term of the Agreement shall be extended by an additional five (5) years upon written request by the Developer. In no event shall the maximum term of this Agreement be longer than twenty (20) years from the Effective Date.
- 1.3 **Expiration.** Following expiration of the Term or any extension, or if sooner terminated, or if the requirements of 1.2 are not met this Agreement shall have no force and effect, subject, however, to post-termination obligations of Developer and City.

## 2. DEVELOPMENT OF THE PROPERTY

- 2.1 **Property.** The Property that is the subject of this Agreement is that certain real property described in Exhibit "PropDesc" attached hereto.
- 2.2 **Life of Approvals.** Pursuant to Government Code section 66452.6(a) and this Agreement, the life of the Project approvals, including but not limited to certification of the EIR, approval of the Resolution to rezone the Property to a PD zone, approval of the Development Agreement Ordinance and this Development Agreement, approval of a Vesting Tentative Parcel Map, and Architectural Review approval of the Project (collectively, "Approvals") shall automatically be extended to and until the later of the following: (1) the end of the Term of this Agreement; or (2) the end of the term or life of any such approval. Notwithstanding the foregoing, the vested elements secured by Developer under this Agreement shall have a life no greater than the Term of this Agreement, and any extension thereof.
- 2.3 **Vested Elements.** The permitted uses of the Property, the maximum density and intensity of permitted uses, the maximum heights, locations, numbers and gross square footage of the proposed buildings, the provisions for vehicular access and parking, reservation or dedication of land for public purposes or fees in-lieu thereof, provision for construction of public improvements and/or required fees associated with the Project as provided in, and limited by, this Agreement, shall be vested and are hereby vested and referred to as vested elements ("Vested Elements"). In addition to the foregoing Vested Elements, other terms and conditions of development applicable to the Project are set forth in the following documents as they exist as of the Effective Date, and shall also be included in the Vested Elements:
- a. The General Plan of the City of Santa Clara, current as of the Effective Date, the terms and conditions of which are incorporated herein by this reference;
  - b. SCCC, current as of the Effective Date, including the rezoning of the Property from ML (Light Industrial) to PD (Planned Development) ("Rezoning");
  - c. The PD Zoning District and the Conditions of Approval imposed thereon;
  - d. The Development Plan, defined in Recital F, herein;
  - e. All other applicable City plans, policies, programs, regulations, ordinances and resolutions of the City in effect as of the Effective Date, which regulate development of the Property and implementation of the Project, and which are not inconsistent with the terms of this Agreement ("Other Regulations");
  - f. Any permits and/or subsequent approvals, including but not limited to additional subdivision maps or lot line adjustments, if any, final maps, site and architectural review, demolition permits, Building Permits, grading permits, and infrastructure improvement plans processed in accordance with the terms of this Agreement. Upon approval, such subsequent approvals shall be incorporated into this Agreement and vested hereby; and,

g. In the event this Project includes a subdivision as defined by Government Code § 66473.7, the Tentative Parcel Map for this Project will comply with the provisions of § 66473.7, as it may be amended from time to time.

- 2.4 **Permitted Uses.** The permitted uses for the Project at the Property are as follows: A 3,060,000 office/R&D/commercial campus consisting of 2,895,000 square feet of office space; 165,000 square feet of commons space; site access and circulation; surface parking lots; and a two-level below grade parking structure totaling 9,900 parking spaces along with landscaping and employee outdoor recreational facilities constructed over three development phases, all of which must be implemented in accordance with the Development Plan and the Conditions of Approval, except if deemed a minor modification as set forth in Paragraph 11.2b.
- 2.5 **Present Right to Develop.** Subject to Developer's fulfillment of the provisions of this Agreement, the Development Plan and the Conditions of Approval, the City hereby grants to Developer the present vested right to develop and construct on the Property all the improvements authorized by, and in accordance with, this Agreement and the Vested Elements, including in particular the terms of the Development Plan and the Rezoning. To the extent permitted by law, no future modification (including by later-adopted initiative and/or referendum) of the City's General Plan, SCCC, ordinances, policies or regulations that purport to (i) limit the rate or timing of development, size of buildings or other improvements (including developable square footage), or amount of development of the portions of the Project to be built; or (ii) impose fees, exactions or conditions upon development, occupancy or use of the Property other than as provided in the Development Plan or Conditions of Approval or pursuant to this Agreement, shall apply to the Property; provided, however, that nothing in this Agreement shall prevent or preclude City from adopting any fees or land use regulations or amendments thereto, expressly permitted herein.
- 2.6 **Timing of Improvements.** Developer may implement the Development Plan in phases, as described herein or as outlined in the Development Plan, or as otherwise approved by the City. The phasing set forth in the Development Plan is the approved Phasing as of the Effective Date; however, Developer may request alternate phasing in writing based on business constraints or considerations. Prior to implementation, alternate phasing must be approved in writing by the City's Director of Planning and Inspection ("Director"), whose approval shall not be unreasonably withheld taking into consideration whether the terms and conditions of this Agreement, the Development Plan, the Conditions of Approval and the Mitigation Monitoring and Reporting Program ("MMRP") are met and that the revised phasing will not unduly burden, hamper or constrain prior or future phases of the Project. It is the Parties' specific intent that this Agreement shall prevail over any later-adopted initiative or moratorium that might otherwise have the effect of restricting or limiting the timing of development of the Project and that Developer shall have the right to develop the Project at such time as Developer deems appropriate within the exercise of its subjective business judgment and no annual (or other) limit, moratoria, or other limitation upon the number of, or phasing or pacing of, buildings which may be constructed, or Building Permits which may be obtained, or the like shall apply to the Project.

- 2.7 **Agreement and Comprehensive Development Plan.** The Parties acknowledge that, except as specifically set forth herein, this Agreement, the Development Plan, the MMRP and the Conditions of Approval set forth a comprehensive schedule of all development terms and conditions, development mitigation measures and fees, special assessments, special taxes, exactions, fees in-lieu, charges and dedications required in the public interest to be contributed, paid or constructed due to development of the Property as defined in the Development Plan. All fees referred to herein, may be subject to an annual increase until paid, but only if such increase is applied equally to similarly situated projects on a City-wide or area-wide basis, and any such annual increase shall be limited in the manner specified in Section 4.
- 2.8 **Design of On-Site and Off-Site Improvements.** Development of the Property shall be subject to final architectural and design review by City pursuant to the policies, regulations and ordinances in effect as of the Effective Date, and subject to the Development Plan, the Conditions of Approval, MMRP, and this Agreement. No such architectural and design review shall, without Developer's consent, require development of the Property inconsistent with the Development Plan, the Conditions of Approval, the MMRP, and this Agreement, unless City determines it is necessary to protect against conditions which create a risk to the physical health or safety of residents or users of the Project or the affected surrounding region. The Development Plan, MMRP, and Conditions of Approval, and all improvement plans prepared in accordance thereof, shall govern the design and scope of all on-site and off-site improvements benefiting or to be constructed on the Property. In no event shall final architectural and design approval by City be conditioned on or require any change in the Development Plan, MMRP or Conditions of Approval, without Developer's consent.
- 2.9 **Development of the Site.** In consideration for the City entering into this Agreement, Developer agrees to perform all of its obligations contained in this Agreement in the time and manner set out in this Agreement and the Development Plan, MMRP, and Conditions of Approval.
- 2.10 **Single Integrated Development.** City and Developer acknowledge that the Project is, and shall be considered, a single, integrated development. It is thus the intention of the Parties that, if construction on one component of the Project is commenced, any additional development of the Property will adhere to the Development Plan. However, nothing in this Agreement is intended: (i) to prevent Developer from individually commencing and completing development of any portion or phase of the Project, even if development on other portions or phases thereof has not been commenced and/or completed; (ii) to prevent Developer from independently marketing, selling, renting or occupying all, or any portion of, such developed space, pursuant to Section 12 provided that all current obligations under this Agreement and the Development Plan and all infrastructure requirements for the existing developed space have been met; and (iii) to require Developer to develop any portion or phase of the Project (even if development on another portion or phase of the Project has been commenced and/or completed). Nothing in this Section, however, shall be construed as permitting Developer to develop later phases of the Project before earlier phases, unless the phasing plan has been amended in accordance with Section 2.7.



- 2.11 **Occupancy.** Developer and/or its successor acknowledge and agree that for the term of this Agreement, an office/R&D/commercial campus shall be located on the Property unless otherwise approved pursuant to Section 13.
- 2.12 **Building Standards.** Developer hereby agrees to employ all reasonable efforts such that the Project will be built to meet high sustainability and green building standards by designing the Project to achieve USGBC LEED gold standards for new construction for each phase of development.

### 3. EFFECT OF AGREEMENT

- 3.1 **Subsequent State or Federal Laws or Regulations.** As provided in California Government Code section 65869.5, this Agreement shall not preclude the application to the Project of changes in laws, regulations, plans or policies, to the extent that such changes required by changes in county, regional, State or federal laws or regulations (“Changes in the Law”). In the event Changes in the Law prevent or preclude compliance with one or more material provisions of this Agreement, Developer may request that such material provisions be modified or suspended, or performance delayed, as may be necessary to comply with Changes in the Law, and City shall respond within a reasonable amount of time and may take such action as it deems necessary to be consistent with the intent of this Agreement.
- 3.2 **Changes to Existing Regulations.** Except as otherwise specifically provided, only the following changes to the Vested Elements, including such changes adopted by the electorate through the powers of initiative, or otherwise, shall apply to the development of the Property:
- a. Subject to Section 4 herein, Citywide regulations, ordinances, policies, programs, resolutions or fees adopted after the Effective Date that are not in conflict with the Vested Elements and the terms and conditions for development of the Property established by this Agreement, or otherwise applicable regulations existing as of the Effective Date. Changes to the General Plan, SCCC or other regulations shall be deemed to conflict with the approvals and this Agreement (“Conflicting City Law”) if such changes prevent development of the Property in substantial accordance with the Approvals; requires significant changes in the development of the Property from what is contemplated by the Approvals; significantly delay, rations or imposes a moratorium on development of the Property; or require the issuance of discretionary or nondiscretionary permits or approvals by the City other than those required as of the Effective Date. A fee shall be deemed to conflict with this Agreement if it is an increase in an existing fee by more than the amount permitted pursuant to Section 4, below.
  - b. Any law, regulation or policy which would otherwise be Conflicting City Law, but through this Agreement or by later separate document, application to the Property has been consented to in writing by the Developer.

- 3.3 **Further Reviews.** Developer acknowledges that existing land use regulations, the Vested Elements and this Agreement contemplate the possibility of further reviews of elements or portions of the Project by the City including potential CEQA analysis if required by Project modification or a change in environmental conditions. Nothing in this Agreement shall be deemed to limit the legal authority of City with respect to these reviews as provided by, and otherwise consistent with, this Agreement. In no event shall such further review by City revisit the Development Plan, Conditions of Approval, or the Approvals or be conditioned on or require any change in the Project except as contemplated by the Development Plan, Conditions of Approval or this Agreement.
- 3.4 **Local Rules.** Future development on the Property shall be subject to all the official rules, regulations and policies (collectively "Local Rules") of the City which govern uses, architectural design, landscaping, public improvements and construction standards, and which are contained in the Development Plan or are in effect as of the Effective Date, with the exception that revisions or amendments to the Local Rules necessitated by reasonable public health or fire and life-safety considerations shall apply as though the rules were in effect as of the Effective Date. Notwithstanding any other provision of this Agreement, and without limitation as to any other exceptions contained in this Agreement, City shall retain the authority to take the following actions, so long as such action is applied on a Citywide basis to similarly situated projects:
- a. Adopt and apply property transfer taxes and/or excise taxes;
  - b. Adopt and apply utility charges;
  - c. Adopt updates to building and/or fire codes;
  - d. Maintain the right of voters to act by initiative or referendum, but only to the extent that the initiative or referendum does not affect or interfere with any vested rights acquired by the Developer in this Agreement; except that this Agreement itself is subject to referendum; and,
  - e. Take other actions not expressly prohibited by the terms or provisions of this Agreement.
- 3.5 **Future Exercise of Discretion by City.** This Agreement shall not be construed to limit the authority or obligation of City to hold necessary public hearings, or, except as provided herein, to limit discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances or laws which require the exercise of discretion by City or any of its officers or officials. Except as provided herein, this Agreement shall not prevent City from applying new rules, regulations and policies, or from conditioning future Project development approval applications on new rules, regulations and policies that do not conflict with the terms of the Development Plan or this Agreement.

#### 4. **DEVELOPMENT FEES, EXACTIONS AND DEDICATIONS.**

- 4.1 **Development Fees, Exactions and Dedications.** The fees, special assessments, special taxes, contributions, exactions and dedications (collectively "Fees") payable due to the

development, build out, occupancy and use of the Property pursuant to this Agreement shall be exclusively those set forth in the Conditions of Approval and the Development Plan and as specified in this Agreement. Notwithstanding any amendments to the Fees or imposition of any new City fees, taxes, special assessments or other exactions after the Effective Date, the Fees set forth in this Agreement, Conditions of Approval and the Development Plan shall be the only fees, charges, special assessments, special taxes, contributions, dedications and exactions payable to City due to development of the Property.

- 4.2 **Processing Fees.** Processing fees, including without limitation Building Permit fees (“Processing Fees”), may be increased if the increase is applicable Citywide and reflects the reasonable cost to City of performing the administrative processing or other service for which the particular processing fee is charged. New processing fees may be imposed if the new processing fees apply to all similarly situated projects or works within the City and if the application of these processing fees to the Property is prospective only. Processing fees shall be due and payable on a phase by phase basis, so that only those fees applying to the actual construction of each phase shall be paid upon the issuance of the appropriate permits for that phase. Developer shall pay the costs associated with the planning, processing and environmental review process for the Project, provided that such costs shall be limited to (i) reasonable costs directly associated with the preparation of the applicable environmental document; (ii) fees ordinarily charged by City for processing land use applications and permits, provided that such fees and costs are applied to Developer in the same manner as other similarly situated applicants seeking similar land use approvals and are not limited in applicability to the Project or to related uses; and (iii) fees associated with third-party permit plan checking, if applicable, above those normally charged by the City. Developer shall reimburse City for reasonable staff overtime expenses incurred by City in processing review, approval, inspection and completion of the Project provided that such overtime expenses are (a) reasonably necessary for the completion of the Project in accordance with Developer’s schedule; and (b) applied to Developer in the same manner as similarly situated project applicants.
- 4.3 **Dedications.** Developer shall offer to dedicate to City, all portions of the Property designated in the Conditions of Approval, for public easements, streets or public areas. Such dedications shall include, but shall not be limited to the dedication of the southeast corner of the Property, otherwise known as Parcel 4, along with recordation of the Final Map and prior to issuance of demolition permits, for purposes of a City built, owned and operated electrical sub-station.
- 4.4 **Mitigations.** Developer agrees to contribute to the costs of public facilities and services in the amounts set forth in the Development Plan, MMRP and Conditions of Approval, as required to mitigate impacts of the development of the Property (“Mitigations”). City and Developer recognize and agree that but for Developer’s contributions to mitigate the impacts arising as a result of the entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement. City’s approval of development of the Property is in reliance upon, and in consideration of, Developer’s agreement to make contributions toward the cost of public

improvements and public services as provided to mitigate the impacts of development of the Property.

4.5 **Housing Fund Contribution.** Developer agrees to pay the sum of Four Hundred Fifty Thousand (\$450,000.00) to the City for the Housing Fund, Fifty Percent (50%) to be paid prior to the issuance of Building Permits for Phase 1, and Fifty Percent (50%) to be paid prior to Building Permits for Phase 2.

4.6 **Site Demolition and Improvements.**

- a. **Site Demolition.** As more particularly shown in Phasing Plan for the Project (Exhibit "Phasing Plans"), within One (1) year of the Effective Date, Developer shall demolish all buildings and improvements South of Democracy Way. At the time of Campus A building permit application, Developer shall demolish the two (2) buildings located on the Campus A site. At the time of Campus B building permit application, Developer shall demolish the two (2) buildings located on the Campus B site.
- b. **Tasman Improvements.** Within Five (5) years of the Effective Date, Developer shall construct improvements along Tasman Drive, between Old Ironsides Drive and Patrick Henry Drive, which shall include moving the curb and gutter, construction of a new bus turnout, a sidewalk and landscaping, all as shown in the Development Plan (Exhibit "Plans").
- c. **Relocation of Existing Facilities.** Prior to City Council approval of the Final Map for Phase 1 and issuance of Building Permits for Phase 1, Developer shall pay for and the City shall vacate Democracy Way, as described in paragraph 4.12, below, and relocate existing facilities within Democracy Way in accordance with the Development Plan (Exhibit "Plans") and Conditions of Approval (Exhibit "CoA-Z") for the Project.
- d. **Great America Parkway and Patrick Henry Drive Improvements.** Prior to occupancy of Phase 1, Developer shall construct the traffic improvements as specified in Conditions of Approval (Exhibit "CoA-Z") for the Great America Parkway/Patrick Henry Drive intersection; unless a Traffic Study is submitted by the Developer and accepted by the City that demonstrates the improvements are not required until a subsequent Phase of Project development at which time the improvement shall be required and the construction of which shall be completed prior to the occupancy of that Phase.

4.7 **Regional Traffic Fee.** Developer agrees to the sum of One Dollar (\$1.00) per square foot of new building floor area payable to the City prior to the issuance of Building Permits for that square footage. Provided Developer completes the Site Demolition and Tasman Improvements set forth in Paragraph 4.6, above by the fifth (5<sup>th</sup>) Anniversary of the Effective Date of this Agreement, City agrees to apply these funds toward the Project Fair Share Traffic Fees imposed under Section 4.9, below. Regional Traffic Fees are non-refundable.

- 4.8 **Local Traffic Fee.** Developer agrees to the sum of One Dollar (\$1.00) per square foot of new building floor area payable to the City prior to the issuance of Building Permits for that square footage. Local Traffic Fees are non-refundable.
- 4.9 **Fair Share Traffic Fees.** Developer agrees to post a bond or letter of credit following execution of this Agreement and prior to issuance of any Building or Demolition Permits in the sum of Five Million Six Hundred Forty Six Thousand Two Hundred and Eighty One dollars (\$5,646,281.00) for the Project's contribution to the intersection improvements identified in the certified EIR and allocated as shown in Exhibit "Fair Share". As specified in Paragraph 4.7, above, the bond or letter of credit will be subsequently reduced by the amount of the Regional Traffic Fee collected by the City for each Phase of the development. Fair Share fees paid by the Developer must be expended within five (5) years of receipt by the City of the initial bond or letter of credit toward improvements to the intersections identified for mitigation in the certified EIR for the Project, as shown in Exhibit "Fair Share", otherwise Developer's fair share obligation shall be null and void and any unused portion of the bond or letter of credit shall be returned to the Developer. The City may call the bond or letter of credit for an amount equal to the Developer's fair share, less applicable regional fees collected, anytime following the approval of a contract associated with the identified improvements by the lead agency.
- 4.10 **Sewer Connection Fee.** If the City should adopt an ordinance subsequent to the Effective Date of this Agreement that permits reduced Sewer Connection Fees as a result of onsite conservation measures, the Developer may apply for consideration of such reductions toward the Sewer Connection Fees paid on behalf of the Project. Applications may be filed for any Phase of the development if that Phase has a minimum of one year of ninety percent (90%) occupancy prior to receipt of the application by the City.
- 4.11 **Transportation Services.** Developer agrees to reasonably participate in exploring the feasibility of adding transportation services to link businesses with multi-modal transit in cooperation with the City, other public agencies, and other local business interests.
- 4.12 **Vacation of Democracy Way.** At the time the City vacates the public right of way commonly known as Democracy Way, which transects the Property from west to east The developer shall, in exchange for such vacation, pay City the appraised value of Democracy Way, less the cost of the relocation of utilities for a total sum due of Nine Hundred Twenty One Thousand Seven Hundred and Seventy Five dollars (\$921,775). Such funds are due and payable as set forth in Paragraph 4.6c, above.
5. **STANDARD OF REVIEW OF PERMITS.** All permits ("Permits") required by Developer to develop the Property, excepting the Rezoning, but including (i) road construction permits, (ii) grading permits, (iii) Building Permits, (iv) fire permits, and (v) Certificates of Occupancy, shall be issued by City after City's review and approval of Developer's applications, provided that City's review of the applications is limited to determining whether the following conditions are met:

- 5.1 The application is complete; and,

- 5.2 The application demonstrates that Developer has complied with this Agreement, the Development Plan, the MMRP, the Conditions of Approval and the applicable Local Rules.
6. **PRIORITY.** In the event of conflict between the General Plan, this Agreement, SCCC, Other Regulations and Local Rules, all as they exist on the Effective Date, the Parties agree that the following sequence establishes the relative priority of each item: (1) the General Plan, as existing on the Effective Date; (2) this Agreement; (3) the Development Plan, (4) MMRP, (5) the Approvals, and (6) SCCC, Other Regulations and Local Rules.
7. **COOPERATION IN IMPLEMENTATION.** Upon Developer's satisfactory completion of all required preliminary actions provided in the Development Plan, and payment of required fees, if any, City shall proceed in a reasonable and expeditious manner, in compliance with the deadlines mandated by applicable agreements, statutes or ordinances, to complete all steps necessary for implementation of this Agreement and development of the Property in accordance with the Development Plan, including the following actions:
- 7.1 Scheduling all required public hearings by the Planning Commission and City Council; and,
- 7.2 Processing and checking all maps, plans, land use and architectural review permits, permits, building plans and specifications and other plans relating to development of the Property filed by Developer as necessary for complete development of the Property. Developer, in a timely manner, shall provide City with all documents, applications, plans and other information necessary for the City to carry out its obligations hereunder and to cause City's planners, engineers and all other consultants to submit in a timely manner all necessary materials and documents. It is the Parties' express intent to cooperate with one another and diligently work to implement all land use and building approvals for development of the Property in accordance with the Development Plan and the terms hereof. At Developer's request and sole expense, City shall retain outside building consultants to review plans or otherwise assist City's efforts in order to expedite City processing and approval work. City shall cooperate with Developer, and assist Developer in obtaining any third-party governmental or private party permits, approvals, consents, rights of entry, or encroachment permits, needed for development of the Project or any other on or offsite improvements.
8. **PERIODIC REVIEW**
- 8.1 **Annual Review.** City and Developer shall review all actions taken pursuant to the terms of this Agreement annually during each year of the Term, within thirty (30) days prior to each anniversary of the Effective Date unless the City and Developer agree in writing to conduct the review at another time pursuant to SCCC 17.10.220(a).
- 8.2 **Developer's Submittal.** Within ninety (90) days before each anniversary of the Effective Date, Developer shall submit a letter ("Compliance Letter") to the Director, along with a copy directed to the City Attorney's Office, describing Developer's

compliance with the terms of the Conditions of Approval and this Agreement during the preceding year. The Compliance Letter shall include a statement that the Compliance Letter is submitted to the City pursuant to the requirements of Government Code section 65865.1, this Agreement, and SCCC 17.10.220.

8.3 **City's Findings.** Within sixty (60) days after receipt of the Compliance Letter, the Director shall determine whether, for the year under review, Developer has demonstrated good faith substantial compliance with the terms of this Agreement. If the Director finds and determines that Developer has complied substantially with the terms of this Agreement, or does not determine otherwise within sixty (60) days after delivery of the Compliance Letter, the annual review shall be deemed concluded, Developer shall be deemed to have complied in good faith with the terms and conditions of this Agreement during the year under review, and this Agreement shall remain in full force and effect. Upon a determination of compliance, the Director shall, if requested by Developer, issue a recordable certificate confirming Developer's compliance through the year under review. Developer may record the certificate with the Santa Clara County Recorder's Office. If the Director initially determines the Compliance Letter to be inadequate in any respect, he/she shall provide notice to that effect to Developer as provided in SCCC 17.10.220. If, after a duly noticed public hearing thereon, the City Council finds and determines based on substantial evidence that Developer has not complied substantially in good faith with the terms of this Agreement for the year under review, the City Council shall give written notice thereof to Developer specifying the noncompliance and such notice shall serve as a notice of default under Section 9.1. If Developer fails to cure the noncompliance within a reasonable period of time as established by the City Council, the City Council, in its discretion, may (i) grant additional time for compliance by Developer, or (ii) following the hearing described in SCCC 17.10.250, modify this Agreement to the extent necessary to remedy or mitigate the non-compliance, or (iii) terminate this Agreement. Except as affected by the terms hereof, the terms of SCCC 17.10.240(b)(2), and following, shall govern the City's compliance review process. During any review, Developer shall bear the burden of proof to demonstrate good faith compliance with the terms of this Agreement. If the City Council does not hold a hearing and make its determination within one hundred and twenty (120) days after delivery of the Compliance Letter for a given year, then it shall be deemed conclusive that Developer has complied in good faith with the terms and conditions of this Agreement during the period under review.

9. **REIMBURSEMENTS.** The Parties agree that Developer shall not be entitled to any reimbursement for the construction of any private or public improvement required by this Agreement, unless explicitly provided by this Agreement or the Conditions of Approval.

## 10. **DEFAULT AND REMEDIES**

10.1 **Default.** Failure by either Party to perform any material term or provision of this Agreement shall constitute a default, provided that the Party alleging the default gave the other Party advance written notice of the default and thirty (30) days to cure the condition, or, if the nature of the default is such that it cannot be cured within thirty (30) days, the Party receiving notice shall not be in default if the Party commences

performance of its obligations within the thirty (30) day period and diligently completes that performance. Written notice shall specify in detail the nature of the obligation to be performed by the Party receiving notice.

- 10.2 **Remedies.** It is acknowledged by the Parties that City and Developer would not have entered into this Agreement if City or Developer were to be liable in damages under, or with respect to, this Agreement or the application thereof. City and Developer shall not be liable in damages to each other, or to any assignee, transferee or any other person, and Developer and City covenant not to sue for or claim damages from the other. Upon Developer's or City's material default, and failure to cure within a reasonable time depending on the nature of the default after demand by the non-defaulting Party, the non-defaulting Party shall institute mediation under Section 27 of this Agreement. If mediation fails to resolve the dispute, each Party shall have the right, in addition to all other rights and remedies available under this Agreement, to (i) bring any proceeding in the nature of specific performance, injunctive relief or mandamus, and/or (ii) bring any action at law or in equity as may be permitted by law or this Agreement. The Parties acknowledge that monetary damages and remedies at law generally are inadequate upon the occurrence of a default. Therefore, specific performance or other extraordinary equitable relief (such as injunction) is an appropriate remedy for the enforcement of this Agreement, other remedies at law being inadequate under all the circumstances pertaining as of the Effective Date of this Agreement and any such equitable remedy shall be available to the Parties.
- 10.3 **Default by Developer/Withholding of Building Permit.** City may, at its discretion, without submitting to mediation, refuse to issue a Building Permit for any structure within the Property, if Developer has materially failed and refused to complete any requirement that is a Condition of Approval, or that is applicable to the Building Permit requested. In addition, where City has determined that Developer is in default as described above, City may also refuse to issue the Developer any permit or entitlement for any structure or property located within the Project. This remedy shall be in addition to any other remedies provided for by this Agreement.

## 11. AMENDMENT OR TERMINATION

- 11.1 **Agreement to Amend or Terminate.** Subject to Section 22 regarding operating memoranda and Section 11.2 regarding future actions and minor changes, City and Developer, by mutual agreement, may terminate or amend the terms of this Agreement, pursuant to Section 24.
- 11.2 **Development Plan.** City and Developer anticipate that the Project will be implemented in accordance with the Approvals, the Development Plan, MMRP, and the Conditions of Approval. The foregoing actions and other necessary or convenient implementation actions shall not require an amendment to this Agreement.
- a. City and Developer understand and acknowledge that changes to the Project, other than minor changes set forth in Paragraph 11.2.b, which would not, in the reasonable discretion of the City, substantially comply with the Approvals,



Development Plan, MMRP, and/or the Conditions of Approval would necessitate subsequent review and approval. Upon the written request of Developer, City may agree to make a substantive amendment or modification to the Development Plan (or any of the individual Approvals or documents comprising the Development Plan) in compliance with procedural provisions of the zoning or other land use ordinances and regulations in effect on the date of application for amendment or modification. The amendment or modification of the Development Plan shall be done pursuant to a Development Agreement Amendment pursuant to Government Code provisions and Sections 11.1 and 25, unless treated as a minor change as described below in Section 11.2.b. The remaining portions of this Agreement shall remain in full force and effect subsequent to the Amendment.

- b. Should the Developer seek an amendment or modification to the Approvals, the Development Plan, the MMRP, or the Conditions of Approval, the Director or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement and Applicable Law. If the Director or his/her designee finds in his or her reasonable discretion that the proposed amendment or modification is minor, consistent with this Agreement and Applicable Law, and will result in no new significant impacts, as defined by CEQA, not addressed and mitigated in the EIR, the amendment shall be determined to be a "Minor Change" and shall not be considered an amendment to the applicable Approvals, the Development Plan, the MMRP, or the Conditions of Approval and shall not require a Development Agreement Amendment. Upon the Director's approval, these actions shall become part of the applicable Approvals, the Development Plan, the MMRP, or the Conditions of Approval and this Agreement, and shall be deemed Vested Elements. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the configuration or location of structures and building heights that do not substantially alter the design concepts of the Project, relocation of the uses such that common space could be moved into various buildings, and the stand alone buildings which had been designated for common space would be used to house office/R&D/commercial uses, so long as total Project square footage, lot coverage and building heights for the Project remain unchanged, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Minor Changes.

- 11.3 **Enforceability of Agreement.** The City and Developer agree that unless this Agreement is amended or terminated pursuant to its terms, this Agreement shall be enforceable by either Party notwithstanding any subsequent change in any applicable General Plan, Redevelopment Plan, Specific Plan, SCCC, Other Regulation or Local Rule adopted by City, with the exceptions listed in this Agreement.

## 12. MORTGAGEE PROTECTION: CERTAIN RIGHTS OF CURE

- 12.1 **Mortgage Protection.** This Agreement shall be superior and senior to all liens placed upon the Property or any portion thereof after the date on which this Agreement or a memorandum thereof is recorded, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against all persons and entities, including all deed of trust beneficiaries or mortgagees ("Mortgagees") who acquire title to the Property or any portion thereof by foreclosure, trustee's sale, deed in-lieu-of foreclosure, voluntary transfer or otherwise.
- 12.2 **Mortgage Obligations.** City, upon receipt of a written request from a foreclosing Mortgagee, shall permit the Mortgagee to succeed to the rights and obligations of Developer under this Agreement, provided that all defaults by Developer hereunder that are reasonably susceptible of being cured are cured by the Mortgagee as soon as reasonably possible, provided, however, that in no event shall such Mortgagee personally be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such property by such Mortgagee. The foreclosing Mortgagee shall have the right to find a substitute developer to assume the obligations of Developer, which substitute shall be considered for approval by the City pursuant to Section 13 of this Agreement, but shall not, itself, be required to comply with the provisions of this Agreement prior to acquisition of possession of such property by such Mortgagee.
- 12.3 **Notice of Default to Mortgagee.** If City receives notice from a Mortgagee requesting a copy of any notice of default given to Developer and specifying the address for service thereof, City shall endeavor to deliver to the Mortgagee, concurrently with service thereof to Developer, all notices given to Developer describing all claims by the City that Developer has defaulted hereunder. If City determines that Developer is not in compliance with this Agreement, City also shall endeavor to serve notice of noncompliance on the Mortgagee concurrently with service on Developer. Each Mortgagee shall have the right, but not the obligation, during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the condition of default claimed or the areas of noncompliance set forth in City's notice.

## 13. ASSIGNABILITY

- 13.1 **Assignment.** Neither Party shall convey, assign or transfer ("Transfer") any of its interests, rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. In no event shall the obligations conferred upon Developer under this Agreement be transferred except through a transfer of all or a portion of the Property. Should Developer transfer any of its interests, rights or obligations under this Agreement, it shall nonetheless remain liable for performance of the obligations for installation of public improvements and payment of fees, unless the transferee executes an Assumption Agreement in a form reasonably acceptable to the City whereby the transferee agrees to be bound by the

relevant terms of the Agreement, including the obligations for installation of public improvements and payment of fees. During the Term, Developer shall provide City with written notice of a request to Transfer any interest in this Agreement forty five (45) days prior to any such contemplated Transfer. Any such request for a Transfer shall be accompanied by quantitative and qualitative information that substantiates, to the City's reasonable satisfaction, that the proposed transferee has the ability, including the financial capability, to fully develop the Project according to the Development Plan and to fulfill the rights and obligations of this Agreement. Within thirty (30) calendar days of such a transfer request, the City Manager shall make a determination, in his or her sole and reasonable discretion, as to whether the Transfer shall be permitted or whether such Transfer necessitates an Amendment to this Agreement, subject to approval by the City Council. Each successor in interest to Developer shall be bound by all of the terms and provisions applicable to the portion of the Property acquired. This Agreement shall be binding upon and inure to the benefit of the Parties' successors, assigns and legal representatives. This Agreement shall be recorded by the City in the Santa Clara County Recorder's Office promptly upon execution by each of the Parties.

- 13.2 **Covenants Run With The Land.** The terms of this Agreement, the PD Zoning and this Development Agreement are legislative in nature, and apply to the Property as regulatory ordinances. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall run with the land and shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring the Property, any lot, parcel or any portion thereof and any interest therein, whether by sale, operation of law or other manner, and shall inure to the benefit of the Parties and their respective successors.
- 13.3 **Pre-Approved Transfers.** The following transfers shall not require approval by the City, and shall automatically, upon the satisfaction of the 45 day notice condition set forth in Section 13.1 above, result in the release of Developer of its obligations hereunder as they may relate specifically to the specific property or asset sold or transferred: (a) sale or lease of the Property in whole or in part including the sale of a non-residential condominium unit to any subsidiary, parent, affiliate, member, partner (including a parent or affiliate of any such member or partner) joint venture, or other entity which controls, is controlled by or is under common control with Developer, prior to the issuance of any Building Permits; (b) sale or lease of one or more buildings located at the Property including the sale of a non-residential condominium unit to any subsidiary, parent, affiliate, member, partner (including a parent or affiliate of any such member or partner) joint venture, or other entity which controls, is controlled by or is under common control with Developer, (c) any successor or successors to Developer by merger, consolidation, non-bankruptcy reorganization or government action, or (d) a loan or mortgage pertaining to the Property. As used in this subsection, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies, whether through the ownership of voting securities, partnership interest, contracts (other than those that transfer Developer's interest in the property to a third party not specifically identified in this subsection) or otherwise.

- 13.4 **Release Upon Transfer.** Upon the transfer, sale or assignment of Developer's rights and interests hereunder pursuant to the preceding subparagraph of this Agreement, Developer shall be released from the obligations under this Agreement with respect to the specific Property or portion thereof, including but not limited to a non-residential condominium unit transferred, sold or assigned, arising subsequent to the date of City approval of such transfer, sale or assignment; provided, however, that any transferee, purchaser or assignee approved by the City expressly assumes the obligations of Developer under this Agreement. In any event, the transferee, purchaser or assignee shall be subject to all the provisions hereof and shall provide all necessary documents, certifications and other necessary information prior to City approval.
- 13.5 **Transferees Obligations and Rights.** Except as otherwise required by a transferor, the burdens, obligations and duties of such transferor under this Agreement shall apply to any purchaser of any individual non-residential condominium offered for sale, if said transfer complies with the terms of this Agreement. The transferee in a transaction described above and the successors and assigns of such a transferee shall be bound by the terms and obligations of this Agreement, and shall benefit from the vested rights provided by this Agreement for the duration of the Term hereof. Nothing in this Section shall exempt any property transferred to a non-assuming transferee from payment of applicable fees, taxes and assessments or compliance with applicable conditions of approval.
- 13.6 **Foreclosure.** Nothing contained in this Section 13 shall prevent a transfer of the Property, or any portion thereof, to a lender as a result of a foreclosure or deed in lieu of foreclosure, and any lender acquiring the Property, or any portion thereof, as a result of foreclosure or a deed in lieu of foreclosure shall take such Property subject to the rights and obligations of Developer under this Agreement; provided, however, in no event shall such lender be liable for any defaults or monetary obligations of Developer arising prior to acquisition of title to the Property by such lender, and provided further, in no event shall any such lender or its successors or assigns be entitled to a building permit or occupancy certificate until all fees due under this Agreement (relating to the portion of the Property acquired by such lender) have been paid to City.
14. **CONTROLLING LAW.** This Agreement shall be governed by the laws of the State of California, and the exclusive venue for any disputes or legal actions shall be the County of Santa Clara. Developer shall comply with all requirements of State and federal law, in addition to the requirements of this Agreement, including, without limitation, the payment of prevailing wages, if required. In any event, Developer shall pay prevailing wages for all work on off-site public improvements related to the Project.

## 15. GENERAL

- 15.1 **Construction of Agreement.** The language in this Agreement in all cases shall be construed as a whole and in accordance with its fair meaning.
- 15.2 **No Waiver.** No delay or omission by either Party in exercising any right or power accruing upon the other Party's noncompliance or failure to perform under the provisions of this Agreement shall impair or be construed to waive any right or power. A waiver by

either Party of any of the covenants or conditions to be performed by Developer or City shall not be construed as a waiver of any succeeding breach of the same or other covenants and conditions.

- 15.3 **Agreement is Entire Agreement.** This Agreement and all exhibits attached hereto or incorporated herein, together with the Development Plan, MMRP, and the Conditions of Approval, are the sole and entire Agreement between the Parties concerning the Property. The Parties acknowledge and agree that they have not made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery, except representations set forth herein, and each Party acknowledges that it has relied on its own judgment in entering this Agreement. The Parties further acknowledge that all statements or representations that heretofore may have been made by either of them to the other are void and of no effect, and that neither of them has relied thereon in its dealings with the other. To the extent that there is any conflict between the approved Development Plan and this Agreement, the approved Development Plan shall govern the Parties' respective rights and obligations.
- 15.4 **Estoppel Certificate.** Either Party from time to time may deliver written notice to the other Party requesting written certification that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and constitutes a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, or, if it has been amended or modified, specifying the nature of the amendments or modifications, and, (iii) the requesting Party does not have knowledge of default in the performance of its obligations under this Agreement, or if in known default, describing therein the nature and monetary amount, if any, of the default. A Party receiving a request shall execute and return the certificate within thirty (30) days after receipt thereof. The City Manager shall have the right to execute the certificates requested by Developer. At the request of Developer, the certificates provided by City establishing the status of this Agreement with respect to any lot or parcel shall be in recordable form, and Developer shall have the right to record the certificate for the affected portion of the Property at its cost.
- 15.5 **Severability.** Each provision of this Agreement which is adjudged by a court of competent jurisdiction to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and the other provisions shall remain in full force and effect.
- 15.6 **Further Documents.** Each Party shall execute and deliver to the other all other instruments and documents as may be reasonably necessary to carry out this Agreement.
- 15.7 **Time of Essence.** Time is of the essence in the performance of each and every covenant and obligation to be performed by the Parties hereunder.
- 15.8 **Defense and Indemnification Provisions.** Developer, and with respect to the portion of the Property transferred to them, each Developer Transferee, hereby releases and agrees to protect, defend, hold harmless and indemnify City, its City Council, its officers, employees, agents and assigns (the "Indemnified Parties") from and against all claims,

injury, liability, loss, cost and expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing the defense to any claim arising from the performance or non-performance of this Agreement by Developer provided, however, the foregoing release and indemnity shall not extend to claims arising from the gross negligence or willful misconduct caused solely by one or more of the Indemnified Parties. This provision is intended to be broadly construed and extends to, among other things, any challenge to the validity of this Agreement, environmental review for the Project, entitlements, or anything related to the passage of the Agreement by the City.

- 15.9 **Construction.** This Agreement has been reviewed and revised by legal counsel for both the City and Developer and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

## 16. TERMINATION

- 16.1 **Termination.** This Agreement shall terminate upon the earlier of (i) expiration of the Term, or (ii) when the Property has been fully developed and all of Developer's obligations have been fully satisfied as reasonably determined by City, or (iii) after all appeals have been exhausted before a final court of judgment, or issuance of a final court order directed to the City to set aside, withdraw, or abrogate the City's approval of this Agreement or any material part thereof. Upon termination of this Agreement as to all of the Property, at the request of Developer the City shall record a Notice of Termination for each affected parcel in a form satisfactory to the City Attorney in the Office of the Santa Clara County Recorder.
- 16.2 **Effect Upon Termination on Developer Obligations.** Termination of this Agreement as to the Developer shall not affect any of the Developer's obligations to comply with the City's General Plan, SCCC, Conditions of Approval (including any environmental mitigation measures) or any terms and conditions of any applicable zoning, or subdivision map or other land use entitlement approved with respect to the Project, nor shall it affect any other covenants or development requirements in this Agreement specified to continue after the termination of this Agreement, or obligations to pay assessments, liens, fees or taxes.
- 16.3 **Effect Upon Termination on City.** Upon any termination of this Agreement as to all or a portion of the Property, the Approvals, Development Plan, Conditions of Approval, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested with respect to the Property, or portion thereof, and the City shall no longer be limited by this Agreement, to make any changes or modifications to the Approvals, conditions or fees applicable to the Property or portion thereof.

## 17. NOTICES

- 17.1 **Notices.** Except as otherwise expressly provided herein, all notices and demands pursuant to this Agreement shall be in writing and delivered in person, by commercial

courier or by first-class certified mail, postage prepaid. Except as otherwise expressly provided herein, notices shall be considered delivered when personally served, upon delivery if delivered by commercial courier, or two (2) days after mailing if sent by mail. Notices shall be sent to the addresses below for the respective parties; provided, however, that either Party may change its address for purposes of this Section by giving written notice to the other Party. These addresses may be used for service of process:

City:  
City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

With copy to:  
City Attorney  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

Developer:  
Vice President of Yahoo! Corporate Real Estate  
701 First Avenue  
Sunnyvale, CA 94089

With copy to:  
Yahoo! Inc.  
701 First Avenue  
Sunnyvale, CA 94089  
Attention: General Counsel

The provisions of this Section shall be deemed directive only and shall not detract from the validity of any notice given in a manner that would be legally effective in the absence of this Section.

18. **DEVELOPER AS INDEPENDENT CONTRACTOR.** Developer is not an agent or employee of City, but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed or utilized by Developer in connection with this Agreement are employees or contractors of Developer and shall not be considered employees of City in any respect.
19. **PROJECT AS A PRIVATE UNDERTAKING.** It is specifically understood and agreed that the Project is a private development. No partnership, joint venture or other association of any kind between City and Developer is formed by this Agreement.
20. **NONDISCRIMINATION.** Developer shall not discriminate, in any way, against any person on the basis of race, color, national origin, gender, marital status, sexual

orientation, age, creed, religion or disability in connection with or related to the performance of this Agreement.

21. **FORCE MAJEURE.** In addition to any specific provisions of this Agreement, performance of obligations hereunder shall be excused and the term of this Agreement shall be extended during any period of delay caused at any time by reason of: floods, earthquakes, fires or similar catastrophes; wars, riots or similar hostilities; strikes and other labor difficulties beyond the Party's reasonable control; the enactment of new laws or restrictions imposed by other governmental or quasi governmental entities preventing this Agreement from being implemented; or litigation involving this Agreement or the Approvals, which delays any activity contemplated hereunder, unless such action is brought by Developer. City and Developer shall promptly notify the other Party of any delay hereunder as soon as possible after the delay has been, or should have been, known.
22. **OPERATING MEMORANDA.** The provisions of this Agreement require a close degree of cooperation between City and Developer, and refinements and further development of the Project may demonstrate that clarifications with respect to the details of performance of City and Developer or minor revisions to the Project are appropriate. If and when, from time to time, during the term of this Agreement, City and Developer agree that such clarifications or minor modifications are necessary or appropriate, they may effectuate such clarifications through operating memoranda approved by City and Developer, which, after execution, shall be attached hereto. No such operating memoranda shall constitute an Amendment to this Agreement requiring public notice or hearing. The City Attorney shall be authorized in his/her sole discretion to determine whether a requested clarification may be effectuated pursuant to this section or whether the requested clarification is of such a character to require an amendment of the Agreement pursuant to Section 25 hereof. The City Manager may execute any operating memoranda without City Council action.
23. **THIRD PARTIES.** If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Approvals, the Parties shall reasonably cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse City for all reasonable costs and attorneys' fees expended by City in defense of any such action or other proceedings.
24. **AMENDMENTS.** No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both Parties, and completed in compliance with the procedures listed in SCCC and/or the Government Code for Development Agreement Amendments.
25. **NO THIRD PARTY BENEFICIARY.** This Agreement shall not be construed or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.



**26. DISPUTE RESOLUTION**

- 26.1 Any controversies between Developer and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- 26.2 The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- 26.3 The costs of the mediator shall be borne by the Parties equally; however, each Party shall bear its own attorney, consultant, staff and miscellaneous fees and costs.
- 26.4 Mediation under this Section is a condition precedent to filing an action in any court, but it is not a condition precedent to the City's refusal to issue a Building Permit or any other entitlement under Section 5.

**27. CONSENT**

- 27.1 Consent. Where consent or approval of a Party is required or necessary under this Agreement, the consent or Agreement shall not be unreasonably withheld or delayed.

**28. COVENANT OF GOOD FAITH AND FAIR DEALING**

- 28.1 Covenant of Good Faith and Fair Dealing. Neither Party to this Agreement shall do anything which shall have the effect of harming or injuring the right of the other Party to receive benefits of this Agreement; each Party shall refrain from doing anything which would render its performance under this Agreement impossible; and, each Party shall do everything which this Agreement contemplates to accomplish the objectives and purpose of this Agreement.

**29. AUTHORITY TO EXECUTE**

- 29.1 Authority to Execute. The person or persons executing this Agreement on behalf of Developer warrant and represent that they have the authority to execute this Agreement on behalf of Developer, and further represent that they have the authority to bind Developer to the performance of its obligations in this Agreement.


**30. COUNTERPARTS**

- 30.1 Counterparts. This Agreement may be executed in multiple originals, each of which is deemed an original, and may be signed in Counterparts. The delivery of an executed counterpart of this Agreement by facsimile (including via emailed PDF or equivalent) shall be legal and binding and shall have the same full force and effect as if an original executed counterpart of this Agreement had been delivered. The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following

signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation


APPROVED AS TO FORM:

  
Elizabeth H. Silver  
for Interim City Attorney

  
JENNIFER SPARACINO  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

ATTEST:  
  
ROD DIRIDON, JR.  
City Clerk

DEVELOPER:  
CORPORATION

By:   
Signature of Person executing the Agreement on behalf of Developer  
Name: Timothy R. Morse  
Title: Chief Financial Officer  
Local Address: 701 First Avenue  
Sunnyvale, CA  
94089  
Telephone: (408) 349-3620  
Fax: (408) 349-7938

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By: *Timothy R. Morse*  
Signature of Person executing the Agreement on behalf of Developer  
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Title: Chief Financial Officers  
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Sunnyvale, CA  
94089  
Telephone 408 349-3620  
Fax: 408 349-7938

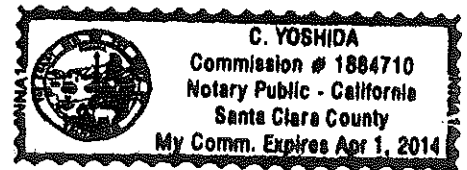
STATE OF CALIFORNIA )  
COUNTY OF SANTA CLARA )

**ACKNOWLEDGMENT**

On June 9, 2010, 2009 before me, C. Yoshida, Notary Public, personally appeared Timothy R. Morse who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

*C. Yoshida*  
C. Yoshida, Notary Public



**26. DISPUTE RESOLUTION**

- 26.1 Any controversies between Developer and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- 26.2 The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- 26.3 The costs of the mediator shall be borne by the Parties equally; however, each Party shall bear its own attorney, consultant, staff and miscellaneous fees and costs.
- 26.4 Mediation under this Section is a condition precedent to filing an action in any court, but it is not a condition precedent to the City's refusal to issue a Building Permit or any other entitlement under Section 5.

**27. CONSENT**

- 27.1 Consent. Where consent or approval of a Party is required or necessary under this Agreement, the consent or Agreement shall not be unreasonably withheld or delayed.

**28. COVENANT OF GOOD FAITH AND FAIR DEALING**

- 28.1 Covenant of Good Faith and Fair Dealing. Neither Party to this Agreement shall do anything which shall have the effect of harming or injuring the right of the other Party to receive benefits of this Agreement; each Party shall refrain from doing anything which would render its performance under this Agreement impossible; and, each Party shall do everything which this Agreement contemplates to accomplish the objectives and purpose of this Agreement.

**29. AUTHORITY TO EXECUTE**

- 29.1 Authority to Execute. The person or persons executing this Agreement on behalf of Developer warrant and represent that they have the authority to execute this Agreement on behalf of Developer, and further represent that they have the authority to bind Developer to the performance of its obligations in this Agreement.

**30. COUNTERPARTS**

30.1 Counterparts. This Agreement may be executed in multiple originals, each of which is deemed an original, and may be signed in Counterparts. The delivery of an executed counterpart of this Agreement by facsimile (including via emailed PDF or equivalent) shall be legal and binding and shall have the same full force and effect as if an original executed counterpart of this Agreement had been delivered. The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following

California All-Purpose Acknowledgment

STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA } SS

On June 3, 2010, before me, Liza S. Contreras, a Notary Public in and for said County and State, personally appeared Jennifer Sparacino, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

*I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.*

WITNESS my hand and official seal.



A handwritten signature in cursive script, appearing to read "Liza S. Contreras".

NOTARY PUBLIC, STATE OF CALIFORNIA

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Development Agreement  
Yahoo!, Inc.  
5010 Old Ironsides Drive  
(Including properties on Democracy Way, Old Ironsides Drive, Patrick Henry Drive and Tasman Drive)  
Dated: May 25, 2010

RECEIVED  
U.S. CUSTOMS  
COMMISSION  
WASHINGTON, D.C. 20541  
JAN 10 1984  
U.S. CUSTOMS  
COMMISSION

**DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF SANTA CLARA,  
a chartered California municipal corporation,  
AND  
YAHOO!, INC.**

**EXHIBIT "PROPDESC"**

**LEGAL DESCRIPTION OF PROPERTY**

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**LEGAL PROPERTY DESCRIPTION  
YAHOO! SANTA CLARA**

**LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 2, as shown on Parcel Map filed August 7, 1978 in Book 424 of Maps, at Page(s) 24, Santa Clara County Records.

Excepting therefrom that portion granted in the Deed to the City of Santa Clara, a California Corporation, recorded September 9, 1987 in Book K287 Page 1136, Official Records, as follows:

Beginning at that certain Point of Intersection of the Southerly line of Tasman Drive (55.00 feet half street) with the common line between Parcel 2 and Parcel 3, as said Southerly line of Tasman Drive and said common line are shown upon said Parcel Map; thence Westerly along said Southerly line of Tasman Drive North 89 deg. 28'06" West 42.75 feet; thence leaving said Southerly line of Tasman Drive and proceeding South 86 deg 28'04" East 42.81 feet to a point on said common line between Parcel 2 and Parcel 3; thence Northerly along said common line North 00 deg 31' 54" East 2.24 feet to the Point of Beginning.

APN: 104-04-142

Property: 3055 Democracy Way, Santa Clara, California

**LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

All of Parcel 3, as shown upon that certain Map entitled, "Parcel Map being all of Parcels 41 and 42, as shown on that certain 'Parcel Map' recorded in Book 405 of Maps, at Page 3, Santa Clara County Records and lying within the City of Santa Clara, California" which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on August 7, 1978 in Book 424, of Maps, at Page 24.

Excepting therefrom that portion conveyed to the City of Santa Clara, a Municipal Corporation by Grant Deed recorded September 9, 1987 in Book K287, Page 1123, Official Records, described as follows:

Beginning at that certain point of intersection of the Southerly line of Tasman Drive (55.00 feet the half street) with the Easterly line of said Parcel 3, as said Drive and Parcel are shown upon the Map above referred to, said Easterly line of Parcel 3 also being the Westerly line of Parcel 40, as said line and Parcel 40 are shown upon that certain Parcel Map in Book 405 of Maps, Page 3, Records of Santa Clara County, California; thence proceeding Westerly along said Southerly line of Tasman Drive North 89 deg 28'06" West 200.00 feet to the common line between said

Parcel 3 and Parcel 2, as said Parcels are shown upon the first Parcel Map above referred to: thence proceeding Southerly along said common line, South 00 deg 31' 54" West 2.24 feet; thence South 86 deg 28' 04" East 200.27 feet to said common line between Parcel 3 and Parcel 40; thence Northerly along said common line North 00 deg 31' 54" East 12.72 feet to the Point of Beginning.

APN: 104-04-143

Property: 3005 Democracy Way, Santa Clara, California

#### **LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

All of Parcel 40, as said Parcel is shown upon that certain Map entitled, "Parcel Map, Being a Resubdivision of Parcels 22 and 23 on Parcel Map Recorded in Book 386 of Maps at Pages 4 and 5, Santa Clara County Records, City of Santa Clara, Santa Clara County, California", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on September 29, 1977 in Book 405 of Maps at Page 3.

Excepting therefrom that portion thereof conveyed to the City of Santa Clara, a Municipal corporation by that certain Grant Deed recorded January 26, 1988 in Book K428, Page 465, Official Records.

Also excepting therefrom that portion thereof conveyed to the Santa Clara County Transit District by that certain Grant Deed recorded May 8, 1998 as Instrument No. 14176548, Official Records.

APN: 104-04-151

Property: 2945 Tasman Drive, Santa Clara, California

#### **LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

All of Parcel 7, as shown upon that certain Map entitled, "Parcel Map being a subdivision of all of Parcel 3, 368 PM 31, 32, 33 and a portion of the lands formerly of Fespar Enterprises, Inc., described in Parcel One of 0426 O.R. 659", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on March 12, 1976 in Book 368 of Maps, at Pages 36 and 37.

APN: 104-04-064

Property: 4850 Old Ironsides Drive, Santa Clara, California

**LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

All of Parcel 8, as shown upon that certain Map entitled, "Parcel Map being a subdivision of all of Parcel 3, 368 PM 31, 32, 33 and a portion of the lands formerly of Fespar Enterprises, Inc., described in Parcel One of 0426 O.R. 659", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on March 12, 1976 in Book 368 of Maps, at Pages 36 and 37.

APN: 104-04-065

Property: 4900 Old Ironsides Drive, Santa Clara, California

**LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

All of Parcel 35, as shown on that certain Map entitled, "Parcel Map being a Resubdivision of Parcel 6 as shown on Parcel Map 3399 recorded in Book 368 of Maps at Pages 36 and 37 and also being a Resubdivision of Parcels 26, 30 and 31 as shown on Parcel Map recorded in Book 386 of Maps at Pages 4 and 5, Santa Clara County Records", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on January 25, 1977 in Book 387 of Maps, at Page 44.

APN: 104-04-111

Property: 4805 Patrick Henry Drive, Santa Clara, California

**LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

All of Parcel 37, as shown on that certain Map entitled, "Parcel Map being a Resubdivision of Parcel 6 as shown on Parcel Map 3399 recorded in Book 368 of Maps at Pages 36 and 37 and also being a Resubdivision of Parcels 26, 30 and 31 as shown on Parcel Map recorded in Book 386 of Maps at Pages 4 and 5, Santa Clara County Records", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on January 25, 1977 in Book 387 of Maps, at Page 44.

APN: 104-04-112

Property: 4855 Patrick Henry Drive, Santa Clara, California

**LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

All of Parcel 36, as shown on that certain Map entitled, "Parcel Map being a Resubdivision of Parcel 6 as shown on Parcel Map 3399 recorded in Book 368 of Maps at Pages 36 and 37 and also being a Resubdivision of Parcels 26, 30 and 31 as shown on Parcel Map recorded in Book 386 of Maps at Pages 4 and 5, Santa Clara County Records", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on January 25, 1977 in Book 387 of Maps, at Page 44.

APN: 104-04-113

Property: 3050 Democracy Way, Santa Clara, California

**LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

All Parcel 1, as shown upon that certain Map entitled, "Parcel Map being all of Parcel 41 and 42, as shown on that certain Parcel Map, recorded in book 405 of Maps at Page 3, Santa Clara County Records", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on August 7, 1978 in Book 424 of Maps, at Page 24.

Excepting therefrom that portion described in the Deed to the Santa Clara County Transit District recorded May 15, 1998 as Instrument No. 14185766, as follows:

All that certain property situated in the City of Santa Clara, County of Santa Clara, State of California, and being a portion of Parcel 1 as shown on that certain Parcel Map filed in Book 424 of Maps, Page 24, Records of Santa Clara County, California and more particularly described as follows:

Beginning at the point of intersection of the centerlines of Tasman Drive and Patrick Henry Drives as said Drives are shown on said Parcel Map, thence Easterly along the centerline of said Tasman Drive South 82 deg. 00' 43" East 159.80 feet to a curve; thence continuing Easterly along said centerline of Tasman Drive along said curve concave Northerly with a radius of 2864.84 feet through a central angle of 1 deg. 31' 41" and an arc length of 76.41 feet; thence South 6 deg. 27' 35" West 55.00 feet to the Southerly line of Tasman Drive and to the True Point of Beginning of this description; thence North 88 deg. 21' 09" West 32.18 feet; thence South 7 deg. 09' 18" West 3.43 feet; thence from a tangent bearing of North 82 deg. 56' 21" West along a curve concave Northerly with a radius of 3049.34 feet through a central angle of 0 deg. 56' 35" and an arc length of 50.19 feet; thence North 7 deg. 54' 36" East 3.00 feet; thence Westerly

along a line parallel with the Southerly line of Tasman Drive North 82 deg. 00' 43" West 65.02 feet to a curve; thence leaving said parallel line and proceeding Southwesterly along said curve concave Southeasterly with a radius of 50.00 feet through a central angle of 63 deg. 26' 29" and an arc length of 55.36 feet; thence North 51 deg. 02' 20" West 1.32 feet to the Easterly line of Patrick Henry Drive; thence Northeasterly along said Easterly line from a tangent bearing of North 31 deg. 10' 39" East along a curve concave Southeasterly with a radius of 50.00 feet through a central angle of 66 deg. 48' 38" and an arc length of 58.3 feet to the Southerly line of Tasman Drive; thence continuing Easterly along said Southerly line South 82 deg. 00' 43" East 69.18 feet to a curve; thence continuing along said Southerly line of Tasman Drive from a tangent bearing of South 82 deg. 00' 44" East along a curve concave Northerly with a radius of 2919.84 feet through a central angle of 1 deg. 31' 41" and an arc length of 77.87 feet to the True Point of Beginning.

Containing 728 square feet of land, more or less.

This Description was based on record information, see Parcel Map filed in Book 424 of Maps, Page 24, Records of Santa Clara County, California. The bearing were rotated to conform with Tasman Corridor Aerial Control Survey on file in the Office of Transportation Agency of Santa Clara County, California.

The distances on this description are grid distances per the California Coordinate System Zone III (NAD83). To obtain ground level distances, multiply these distances by 1.00005417.

APN: 104-04-150

Property: 4995 Patrick Henry Drive, Santa Clara, California

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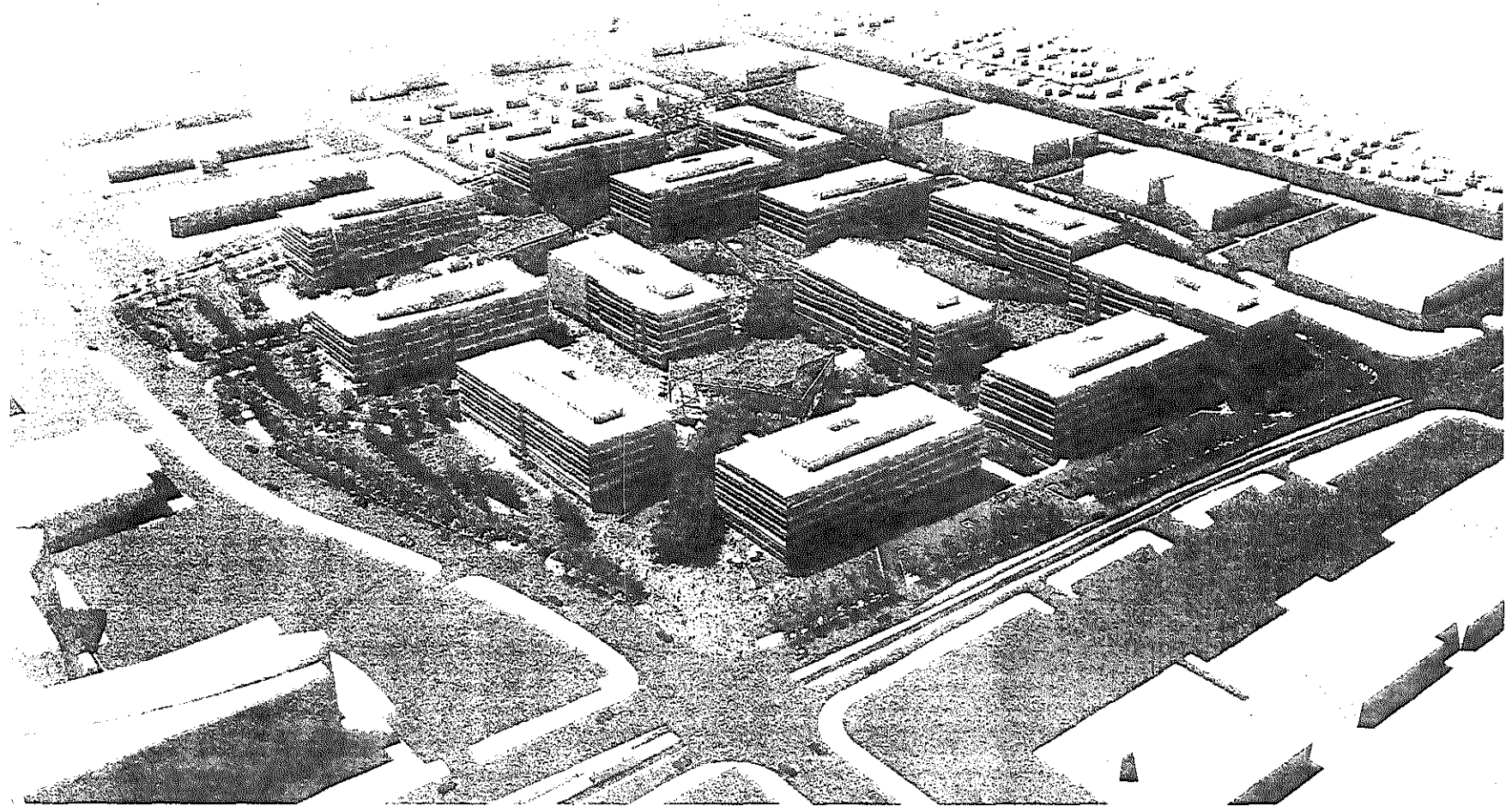
**DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF SANTA CLARA,  
a chartered California municipal corporation,  
AND  
YAHOO!, INC.**

**EXHIBIT "PLANS"**

**(DEVELOPMENT PLAN)**

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RECEIVED

JAN 08 2010

City of Santa Clara  
Planning Division

YAHOO!®

SANTA CLARA, CA

ENTITLEMENTS FINAL APPLICATION

14 AUGUST 2009



**GENERAL NOTES:**

1. THIS PROJECT IS A REVISION OF THE PREVIOUS PROJECT. ALL CHANGES SHALL BE INDICATED BY A RED LINE OR A NEW LINE WITH A RED NUMBER.
2. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.
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10. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.

**APPENDIX:**

APPENDIX A: GENERAL NOTES

APPENDIX B: GENERAL NOTES

APPENDIX C: GENERAL NOTES

APPENDIX D: GENERAL NOTES

APPENDIX E: GENERAL NOTES

APPENDIX F: GENERAL NOTES

APPENDIX G: GENERAL NOTES

APPENDIX H: GENERAL NOTES

APPENDIX I: GENERAL NOTES

APPENDIX J: GENERAL NOTES

APPENDIX K: GENERAL NOTES

APPENDIX L: GENERAL NOTES

APPENDIX M: GENERAL NOTES

APPENDIX N: GENERAL NOTES

APPENDIX O: GENERAL NOTES

APPENDIX P: GENERAL NOTES

APPENDIX Q: GENERAL NOTES

APPENDIX R: GENERAL NOTES

APPENDIX S: GENERAL NOTES

APPENDIX T: GENERAL NOTES

APPENDIX U: GENERAL NOTES

APPENDIX V: GENERAL NOTES

APPENDIX W: GENERAL NOTES

APPENDIX X: GENERAL NOTES

APPENDIX Y: GENERAL NOTES

APPENDIX Z: GENERAL NOTES

**APPLICABLE CODES**

1. 2019 CALIFORNIA BUILDING CODE (CBC)
2. 2019 CALIFORNIA FIRE CODE (FC)
3. 2019 CALIFORNIA ELECTRICAL CODE (CEC)
4. 2019 CALIFORNIA MECHANICAL CODE (CMC)
5. 2019 CALIFORNIA PLUMBING CODE (CPC)
6. 2019 CALIFORNIA GAS CODE (CGC)
7. 2019 CALIFORNIA LAND DEVELOPMENT CODE (LDC)
8. 2019 CALIFORNIA ENVIRONMENTAL CODE (CEC)
9. 2019 CALIFORNIA HEALTH CARE FACILITY REGULATIONS (HCFR)
10. 2019 CALIFORNIA HEALTH CARE FACILITY REGULATIONS (HCFR)

**BUILDING OCCUPANCY/CONST. TYPE**

BUILDING TYPE	OCCUPANCY GROUP	CONSTRUCTION TYPE
Office	B	III-B
Residential	R	III-B

**TOTAL ALLOWABLE FLOOR AREA**

USE	AREA (SF)
Office	1,200,000
Residential	1,200,000
<b>TOTAL</b>	<b>2,400,000</b>

**TOTAL ALLOWABLE BUILDING HEIGHT**

USE	HEIGHT (FT)
Office	100
Residential	100
<b>TOTAL</b>	<b>100</b>

**OCCUPANCY & AREA SEPARATION**

SECTOR	OCCUPANCY GROUP	AREA (SF)
Office	B	1,200,000
Residential	R	1,200,000
<b>TOTAL</b>	<b>TOTAL</b>	<b>2,400,000</b>

**SPECIAL PROVISIONS**

1. ALL BUILDING ELEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CALIFORNIA BUILDING CODE (CBC).

2. ALL BUILDING ELEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CALIFORNIA BUILDING CODE (CBC).

**FIRE RESISTANCE RATING FOR BUILDING ELEMENTS (HOURS)**

ELEMENT	RATING (HOURS)
Exterior Walls	2
Roofs	2
Floors	2
Stairways	2
Elevators	2
Structural Steel	2
Structural Concrete	2
Structural Masonry	2
Structural Timber	2
Structural Steel Joists	2
Structural Steel Decking	2
Structural Steel Trusses	2
Structural Steel Beams	2
Structural Steel Columns	2
Structural Steel Bracing	2
Structural Steel Connections	2
Structural Steel Welds	2
Structural Steel Bolts	2
Structural Steel Nuts	2
Structural Steel Washers	2
Structural Steel Plates	2
Structural Steel Angles	2
Structural Steel Channels	2
Structural Steel I-Beams	2
Structural Steel H-Beams	2
Structural Steel L-Beams	2
Structural Steel Z-Beams	2
Structural Steel Joists	2
Structural Steel Decking	2
Structural Steel Trusses	2
Structural Steel Beams	2
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Structural Steel Angles	2
Structural Steel Channels	2
Structural Steel I-Beams	2
Structural Steel H-Beams	2
Structural Steel L-Beams	2
Structural Steel Z-Beams	2

**ZONING / SITE INFORMATION**

PROPERTY	AREA (SF)
Site	1,200,000
Surrounding	1,200,000
<b>TOTAL</b>	<b>2,400,000</b>

**PARKING DATA BY CAMPUS**

CAMPUS	TYPE	AREA (SF)
Office	Surface	1,200,000
Residential	Surface	1,200,000
<b>TOTAL</b>	<b>TOTAL</b>	<b>2,400,000</b>

**PROJECT OVERVIEW**

THIS PROJECT IS A REVISION OF THE PREVIOUS PROJECT. ALL CHANGES SHALL BE INDICATED BY A RED LINE OR A NEW LINE WITH A RED NUMBER.

THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.

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**SUSTAINABLE STRATEGIES**

1. ALL BUILDING ELEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CALIFORNIA BUILDING CODE (CBC).

2. ALL BUILDING ELEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CALIFORNIA BUILDING CODE (CBC).

**SQUARE FOOTAGE BY BUILDING**

BUILDING NAME	DESCRIPTION	NO. FLOORS	AVERAGE FLOOR AREA	GROSS AREA
CAMPUS A	Office	10	120,000	1,200,000
CAMPUS B	Residential	10	120,000	1,200,000
<b>TOTAL</b>	<b>TOTAL</b>	<b>20</b>	<b>120,000</b>	<b>2,400,000</b>

**PROJECT TOTAL**

2,400,000 SF

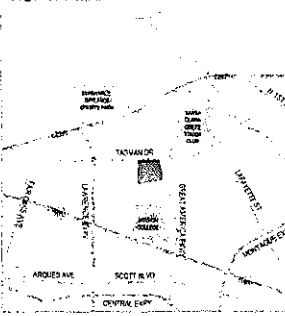
**SITE COVERAGE**

USE	% OF TOTAL	AREA (SF)
Office	50%	1,200,000
Residential	50%	1,200,000
<b>TOTAL</b>	<b>100%</b>	<b>2,400,000</b>

**PERVIOUS AND IMPERVIOUS SURFACES ON-SITE**

TYPE	AREA (SF)
Pervious	1,200,000
Impervious	1,200,000
<b>TOTAL</b>	<b>2,400,000</b>

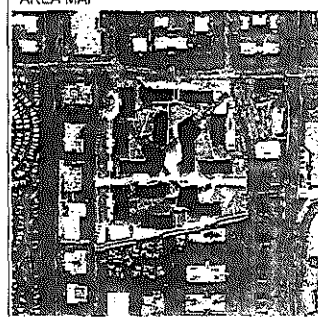
**VICINITY MAP**



**MASTER DRAWING INDEX**

SHEET NUMBER	TITLE
101	Site Plan
102	Site Coverage
103	Site Coverage
104	Site Coverage
105	Site Coverage
106	Site Coverage
107	Site Coverage
108	Site Coverage
109	Site Coverage
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111	Site Coverage
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200	Site Coverage

**AREA MAP**

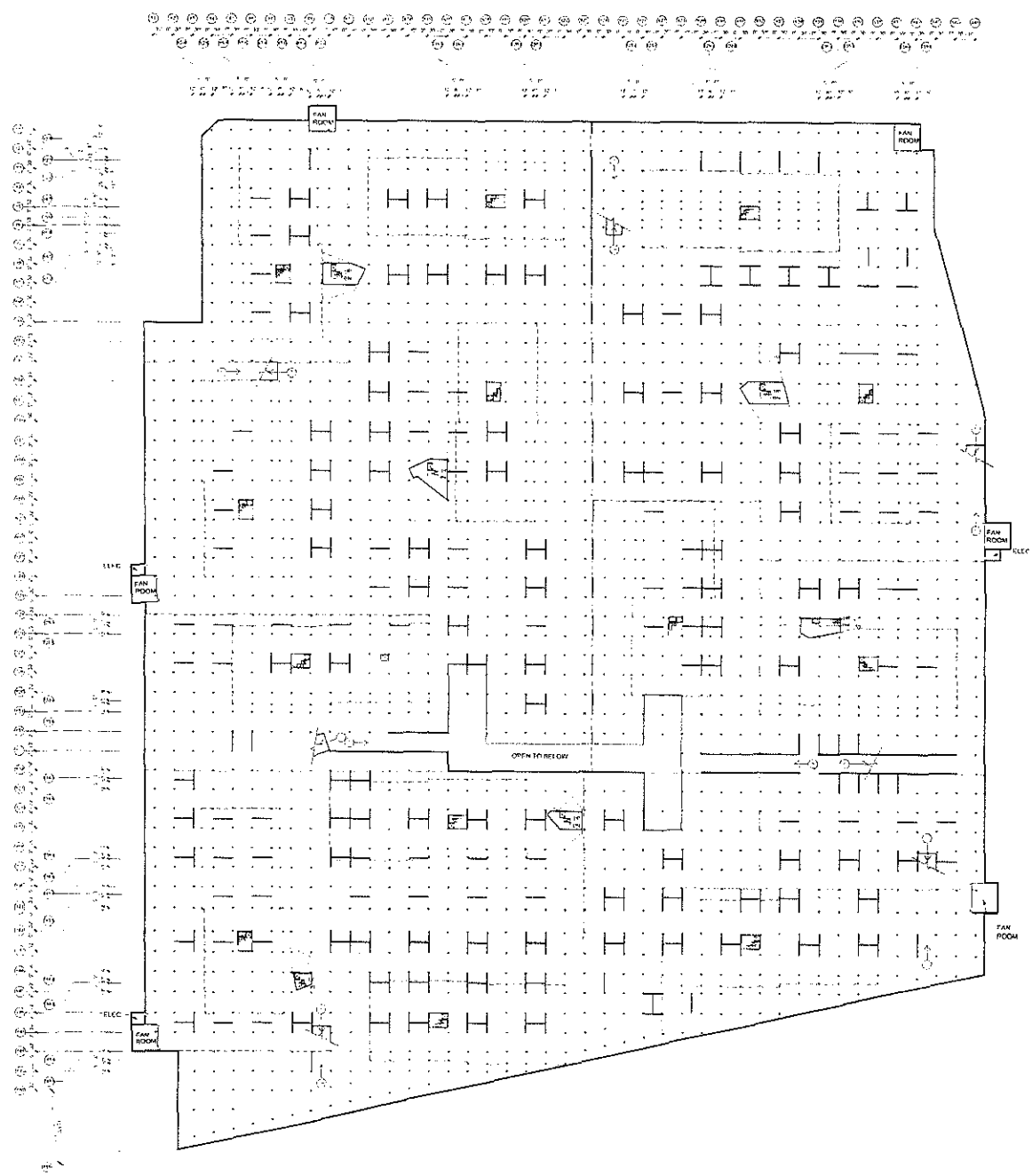


**PROJECT DATA**

PROPERTY	AREA (SF)
Site	1,200,000
Surrounding	1,200,000
<b>TOTAL</b>	<b>2,400,000</b>







**PARKING DATA BY CAMPUS**

CAMPUS	STALLS	STALLS	STALLS	STALLS	STALLS
COMPLEX A	10,000	10,000	10,000	10,000	10,000
COMPLEX B	10,000	10,000	10,000	10,000	10,000
COMPLEX C	10,000	10,000	10,000	10,000	10,000
COMPLEX D	10,000	10,000	10,000	10,000	10,000
COMPLEX E	10,000	10,000	10,000	10,000	10,000
COMPLEX F	10,000	10,000	10,000	10,000	10,000
COMPLEX G	10,000	10,000	10,000	10,000	10,000
COMPLEX H	10,000	10,000	10,000	10,000	10,000
COMPLEX I	10,000	10,000	10,000	10,000	10,000
COMPLEX J	10,000	10,000	10,000	10,000	10,000
COMPLEX K	10,000	10,000	10,000	10,000	10,000
COMPLEX L	10,000	10,000	10,000	10,000	10,000
COMPLEX M	10,000	10,000	10,000	10,000	10,000
COMPLEX N	10,000	10,000	10,000	10,000	10,000
COMPLEX O	10,000	10,000	10,000	10,000	10,000
COMPLEX P	10,000	10,000	10,000	10,000	10,000
COMPLEX Q	10,000	10,000	10,000	10,000	10,000
COMPLEX R	10,000	10,000	10,000	10,000	10,000
COMPLEX S	10,000	10,000	10,000	10,000	10,000
COMPLEX T	10,000	10,000	10,000	10,000	10,000
COMPLEX U	10,000	10,000	10,000	10,000	10,000
COMPLEX V	10,000	10,000	10,000	10,000	10,000
COMPLEX W	10,000	10,000	10,000	10,000	10,000
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COMPLEX Y	10,000	10,000	10,000	10,000	10,000
COMPLEX Z	10,000	10,000	10,000	10,000	10,000



**YAHOO!**  
SANTA CLARA

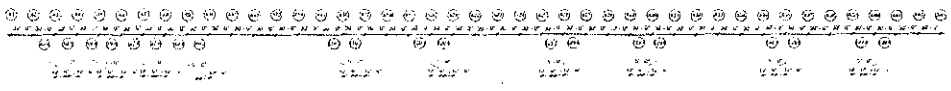
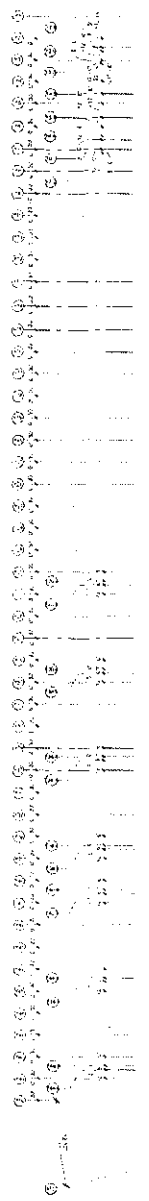
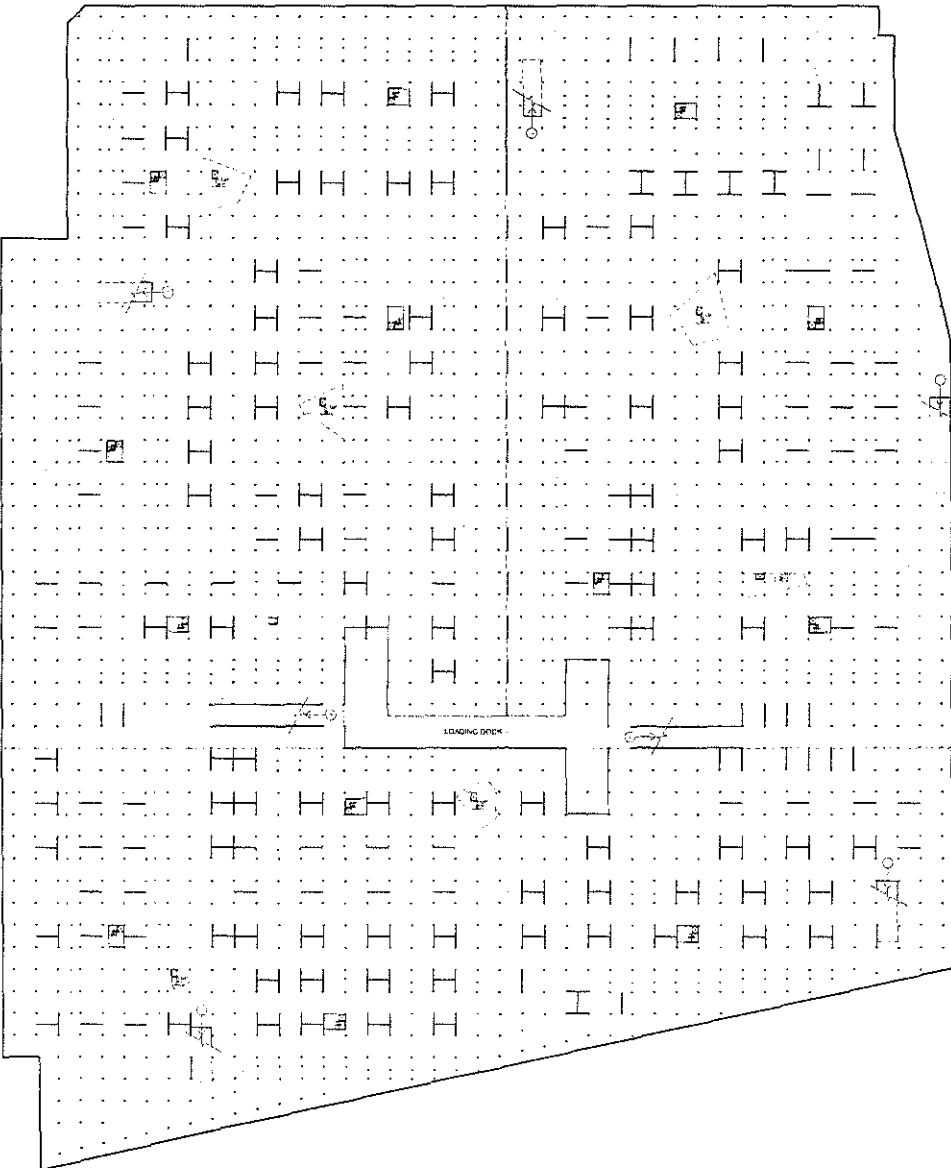


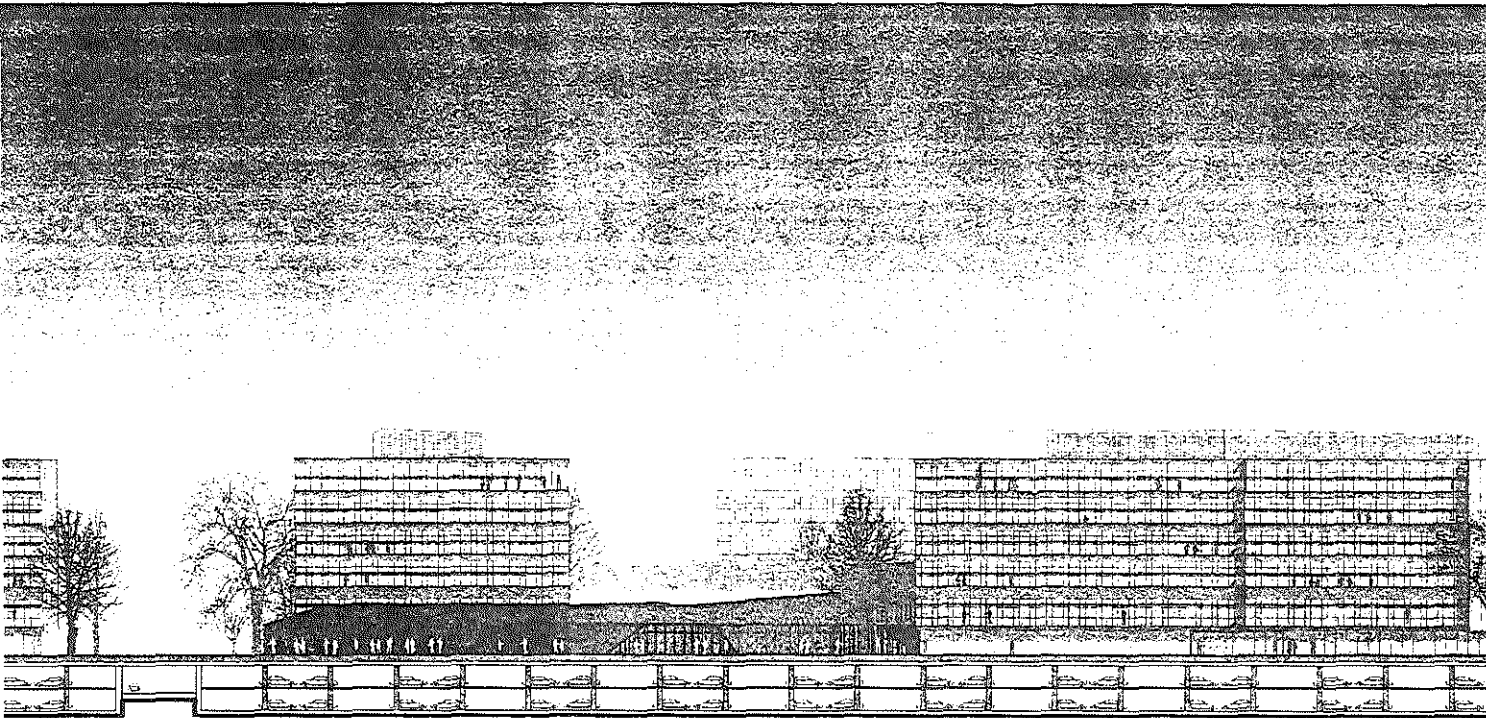


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 100-0001  
 100-0001  
 100-0001

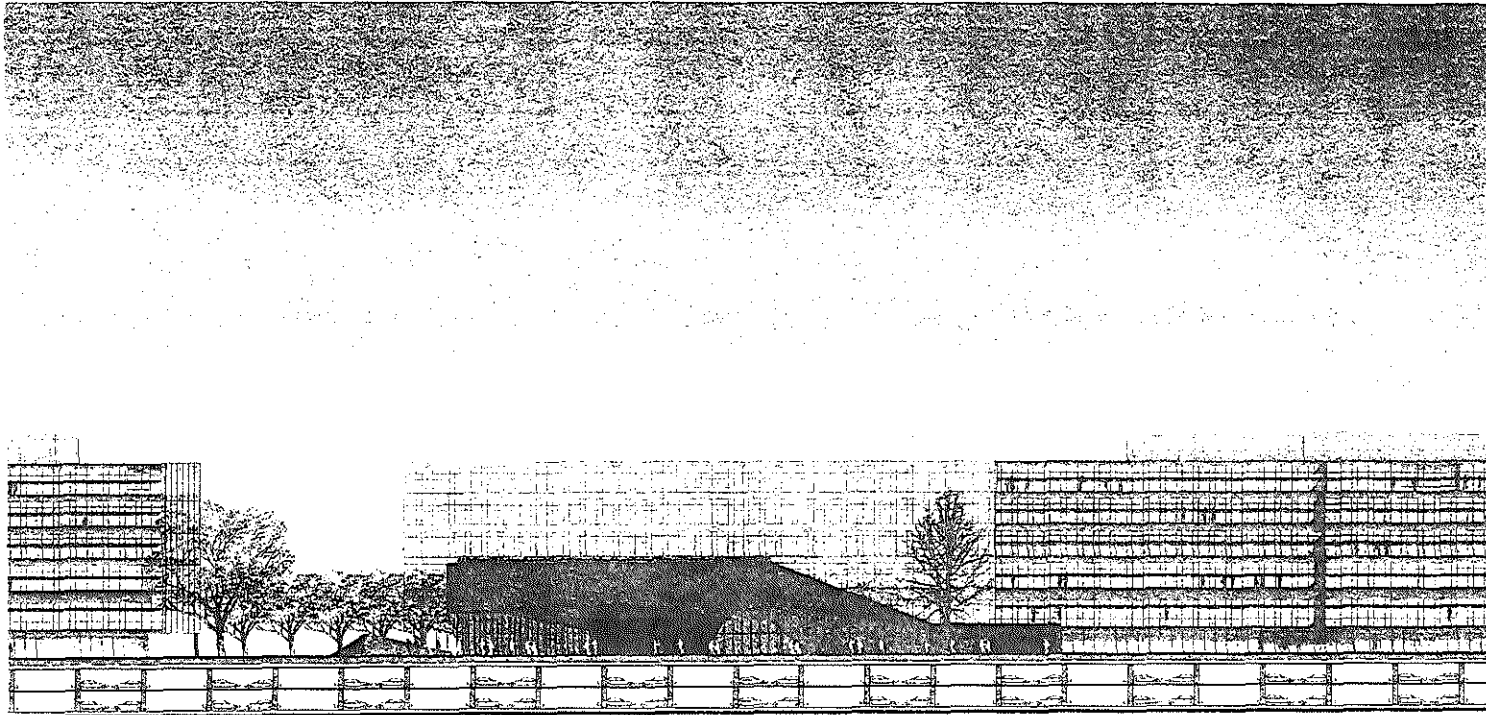


PARKING DATA BY CAMPUS					
Area	Surface	Capacity	Notes	Area	Capacity
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4	Asphalt	1000		5	1000
6	Asphalt	1000		7	1000
8	Asphalt	1000		9	1000
10	Asphalt	1000		11	1000
12	Asphalt	1000		13	1000
14	Asphalt	1000		15	1000
16	Asphalt	1000		17	1000
18	Asphalt	1000		19	1000
20	Asphalt	1000		21	1000
22	Asphalt	1000		23	1000
24	Asphalt	1000		25	1000
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94	Asphalt	1000		95	1000
96	Asphalt	1000		97	1000
98	Asphalt	1000		99	1000
100	Asphalt	1000		101	1000





N.E. SECTION EAST 1



N.S. SECTION WEST 2

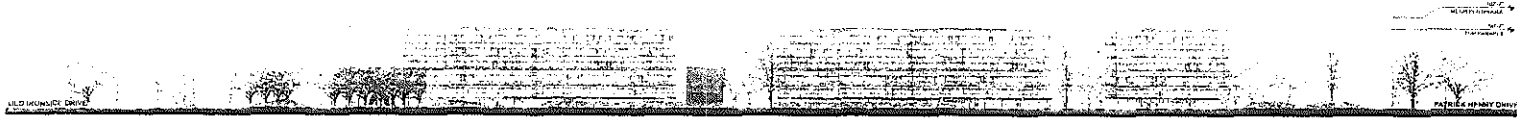
ARCHITECT  
 RRMV  
 ARCHITECTS  
 1000  
 1000  
 1000  
 1000



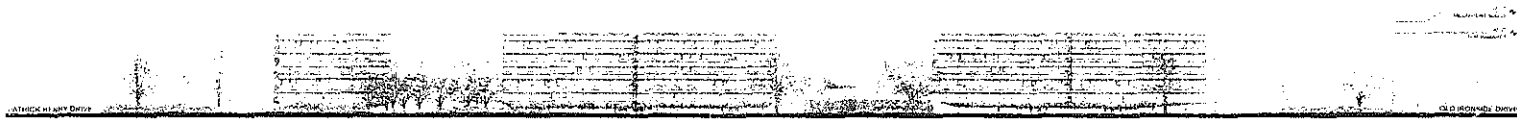
YAHOO!  
 SANTA CLARA, CA

ARCHITECT  
 RRMV  
 ARCHITECTS  
 1000  
 1000  
 1000  
 1000

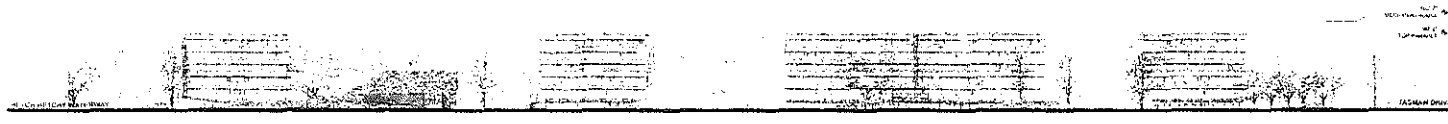
ENLARGED SITE  
 SECTIONS 02



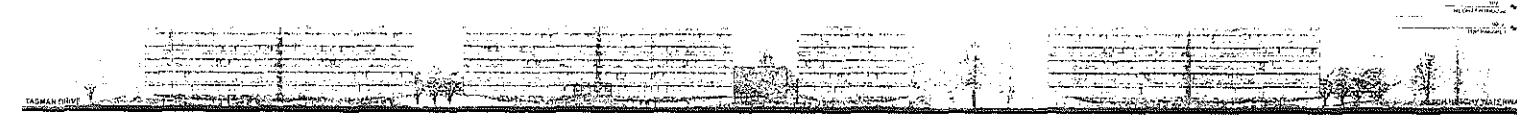
SITE ELEVATION NORTH 1



SITE ELEVATION SOUTH 2



SITE ELEVATION EAST 3



SITE ELEVATION WEST 4



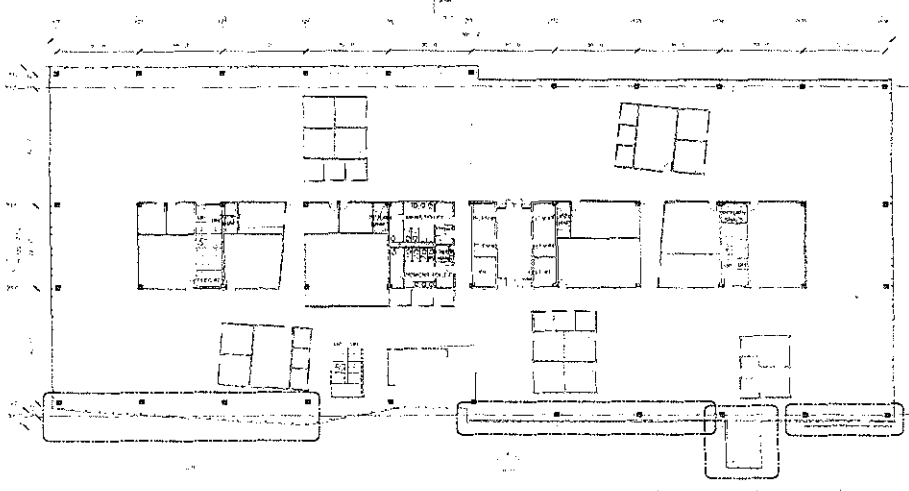
**YAHOO!**  
**SANTA CLARA, CA**

ARCHITECT  
 RYM ARCHITECTURE & DESIGN  
 1000  
 1000  
 1000

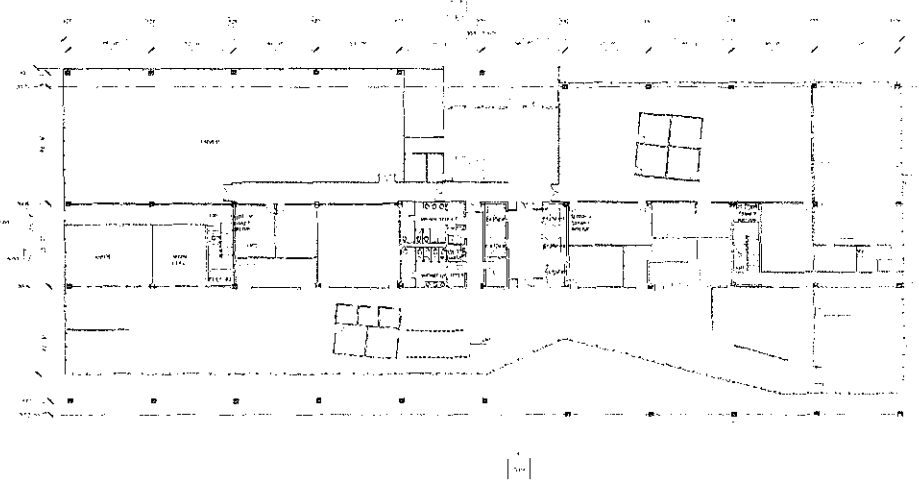
SITE ELEVATIONS



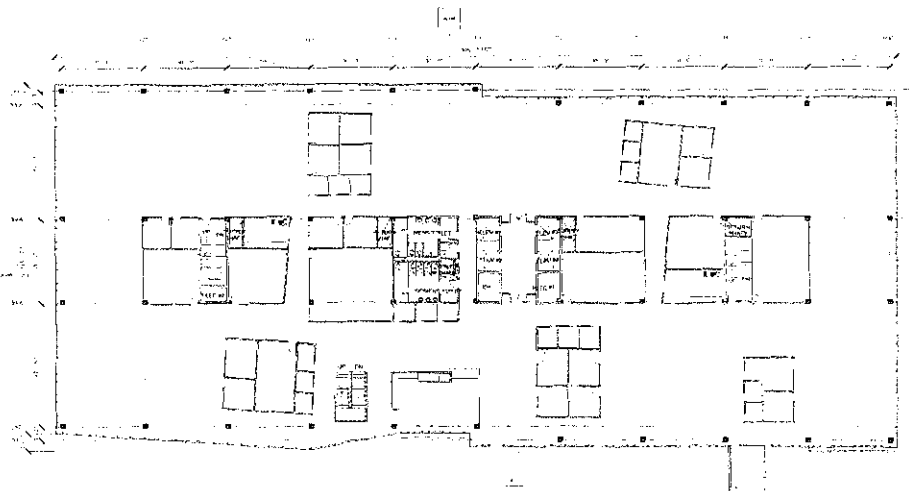
YAHOO!  
SANTA CLARA, CA



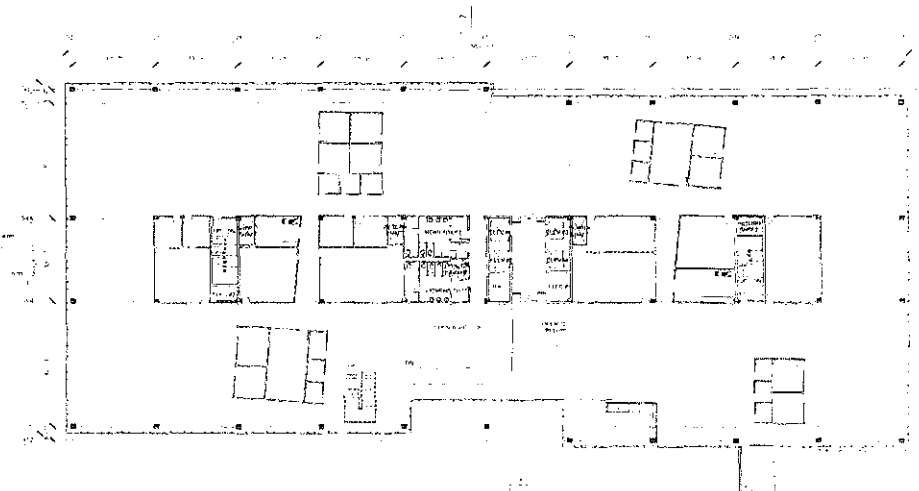
FLOOR 3 PARTITION PLAN  
12/15/00 3



FLOOR 1 PARTITION PLAN  
12/15/00 1

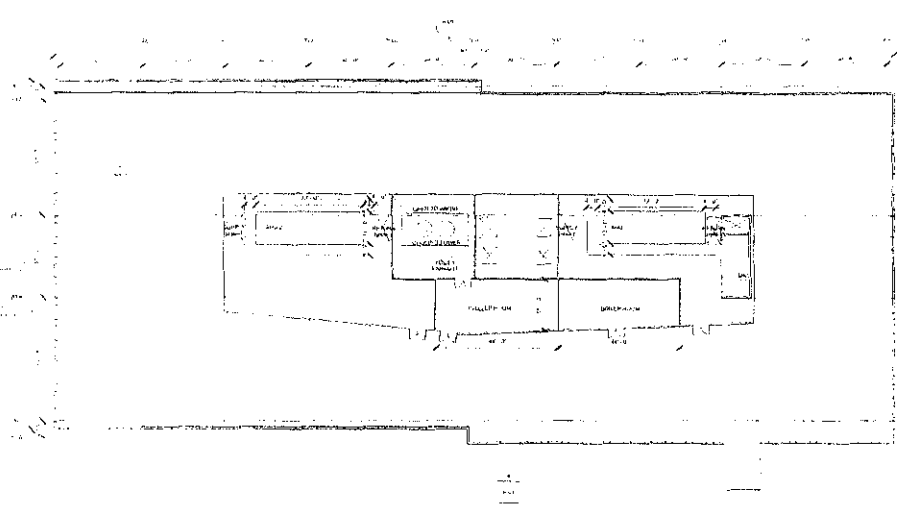


FLOOR 4 PARTITION PLAN  
12/15/00 4

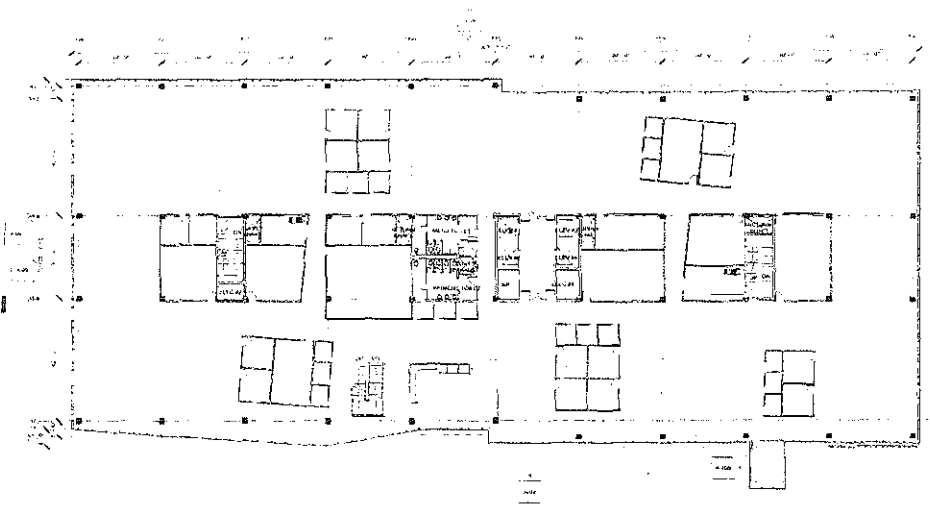


FLOOR 2 PARTITION PLAN  
12/15/00 2

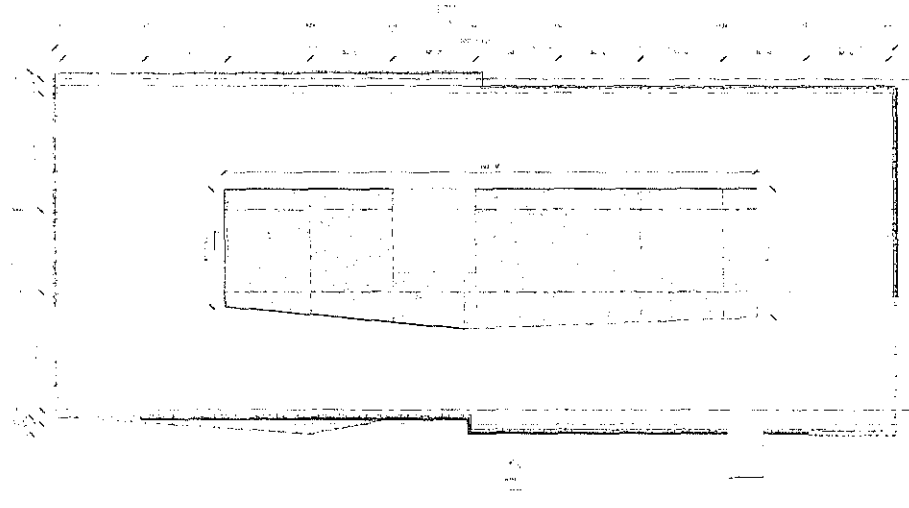




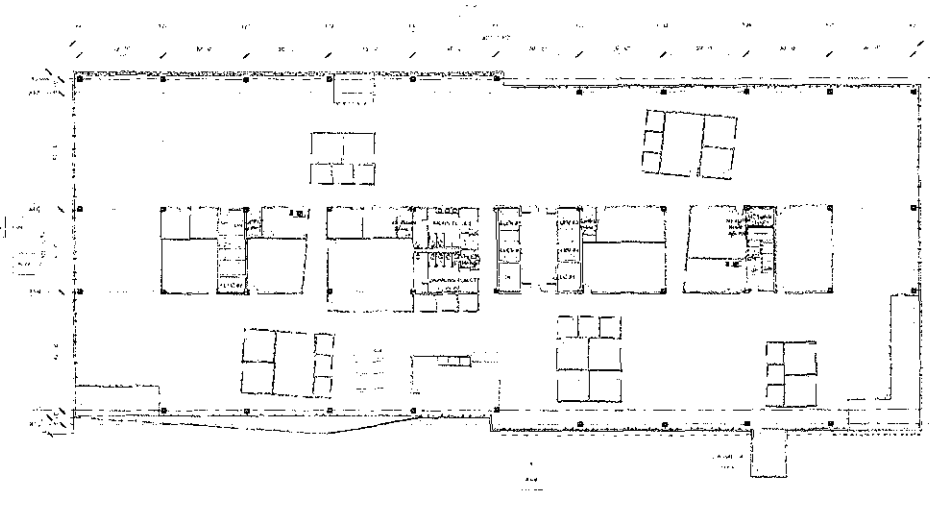
HOOR PLAN 3



FLOOR 1 PARTITION PLAN 1



FLOOR 4 PARTITION PLAN 4

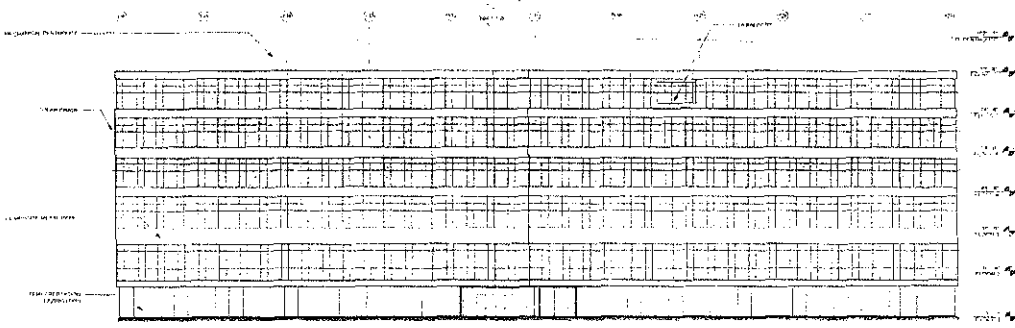


FLOOR 2 PARTITION PLAN 2

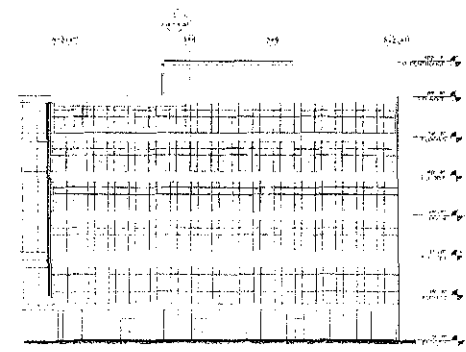


YAHOO!  
 SANTA CLARA, CA

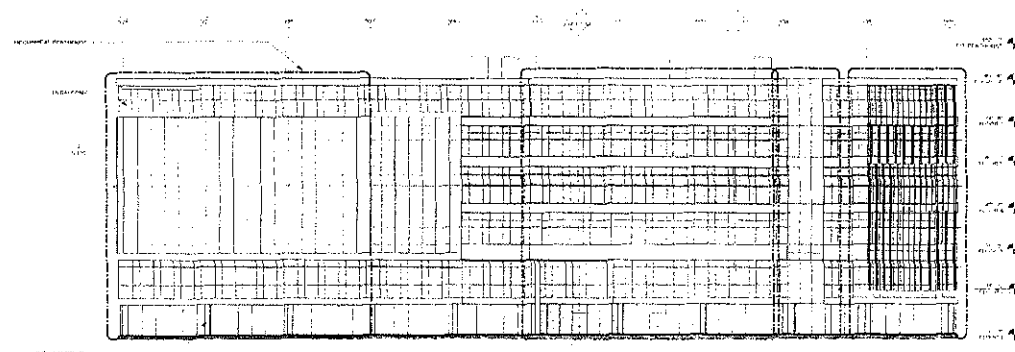
ARCHITECT: JAMES R. HENNING  
 ARCHITECTURE  
 1111 W. CALLETA AVENUE  
 SAN JOSE, CA 95128  
 TEL: (415) 998-8800  
 FAX: (415) 998-8801  
 WWW: WWW.YAHOO.COM



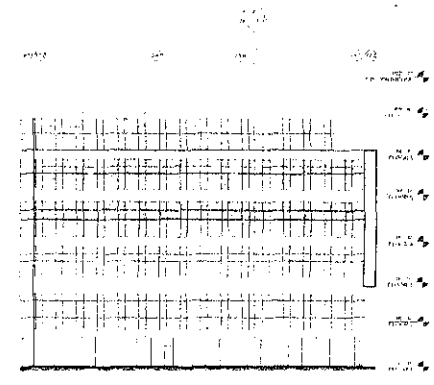
NORTH ELEVATION 3



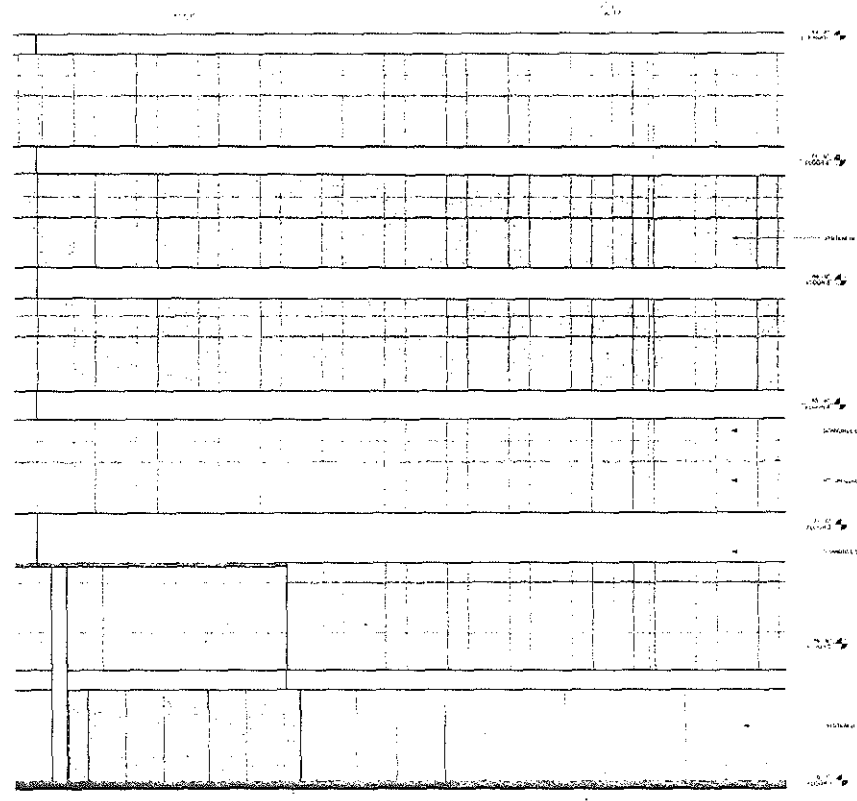
EAST ELEVATION 1



SOUTH ELEVATION 4

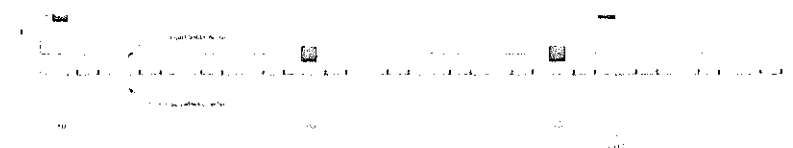


WEST ELEVATION 2



FRONT ELEVATION CHASSIS WALL ELEVATION

12



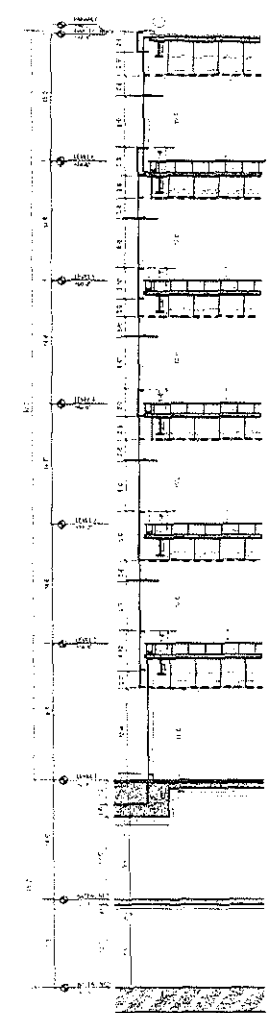
FRONT ELEVATION CHASSIS WALL ELEVATION

3



FRONT ELEVATION CHASSIS WALL ELEVATION

14

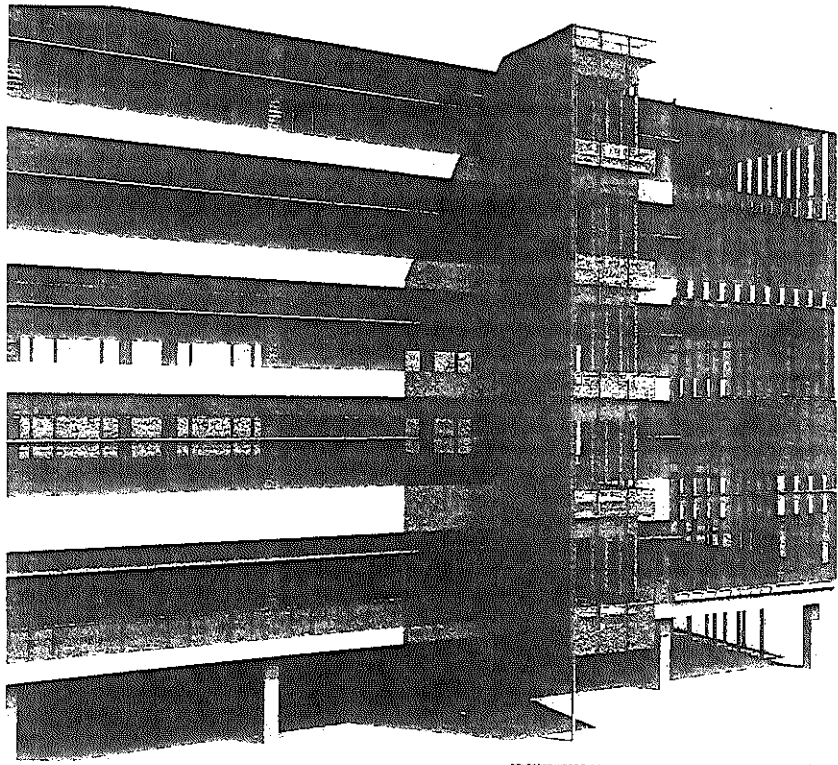


TYPICAL CHASSIS SECTION

1

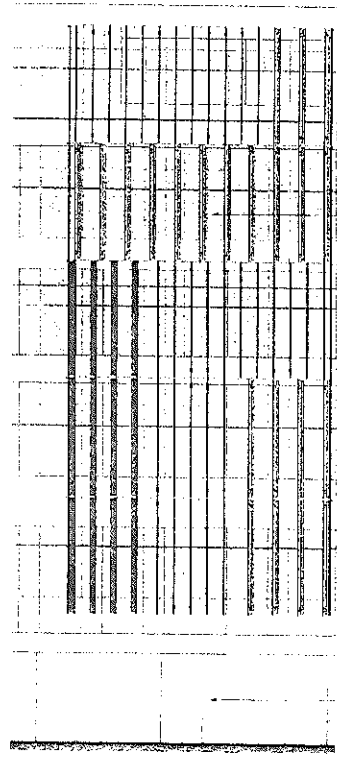
NO.	DESCRIPTION	DATE	BY	CHECKED

ENLARGED TYPICAL CHASSIS WALL-SOUTH



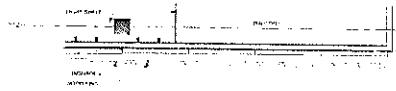
RENDERED WOOD FIN WALL  
1/8" = 1'-0"

6



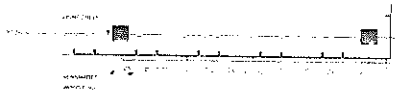
ENLARGED FIN WALL ELEVATION  
1/8" = 1'-0"

2



PLAN OF FIN WALL - LEVEL 6  
1/8" = 1'-0"

3



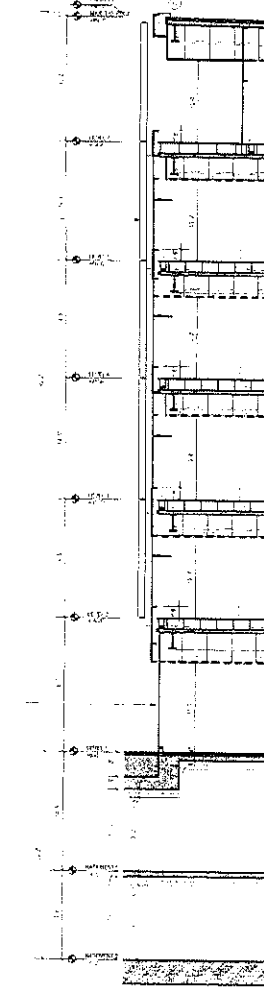
PLAN OF FIN WALL - LEVEL 3  
1/8" = 1'-0"

4



PLAN OF STOREFRONT - LEVEL 1  
1/8" = 1'-0"

5



FIN WALL SECTION  
1/8" = 1'-0"

1

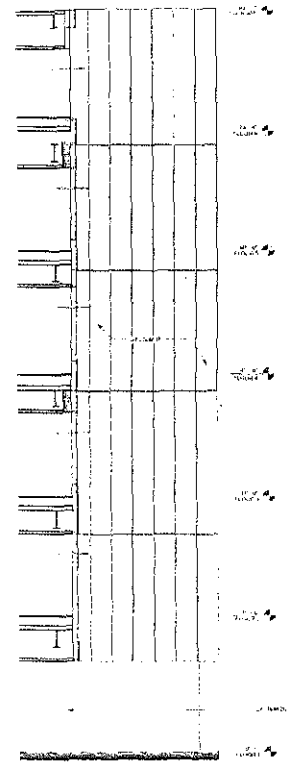
ARCHITECT  
SCHUBERT & ASSOCIATES  
1000  
BAY  
VIEW  
AVENUE  
SAN  
JOSE, CA  
95128

PROJECT  
YAHOO! SANTA CLARA, CA  
DATE: 01.15.00  
DRAWN BY: [Name]  
CHECKED BY: [Name]

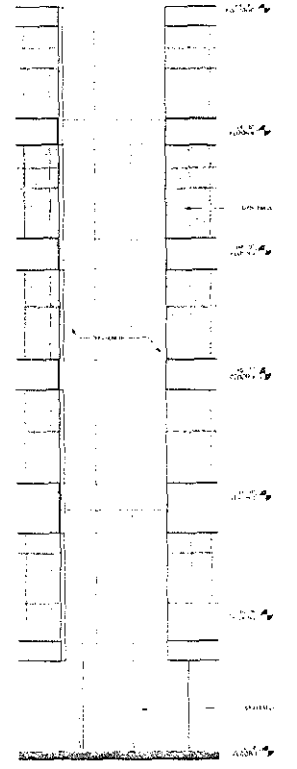


YAHOO!  
SANTA CLARA, CA

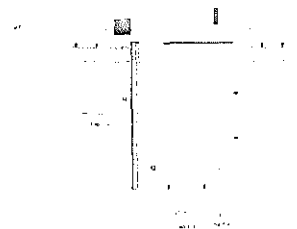
ENLARGED TYPICAL  
FIN WALL



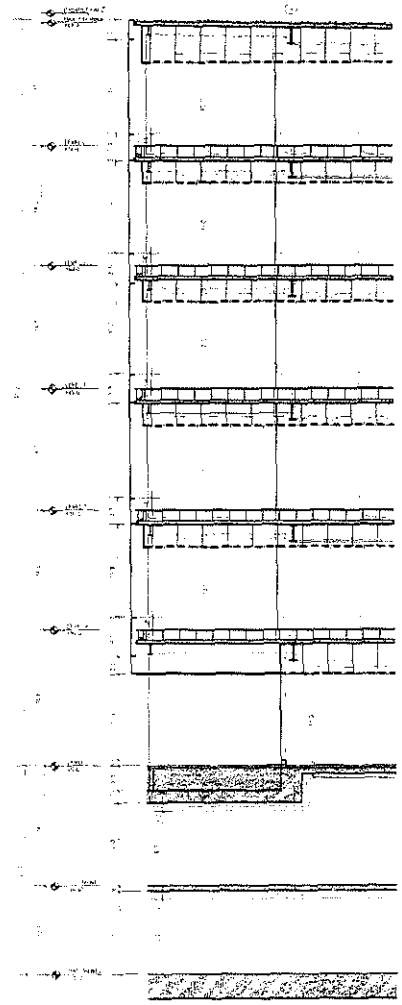
PROJECTED CONFERENCE ROOM ELEVATION  
10/15/01 4



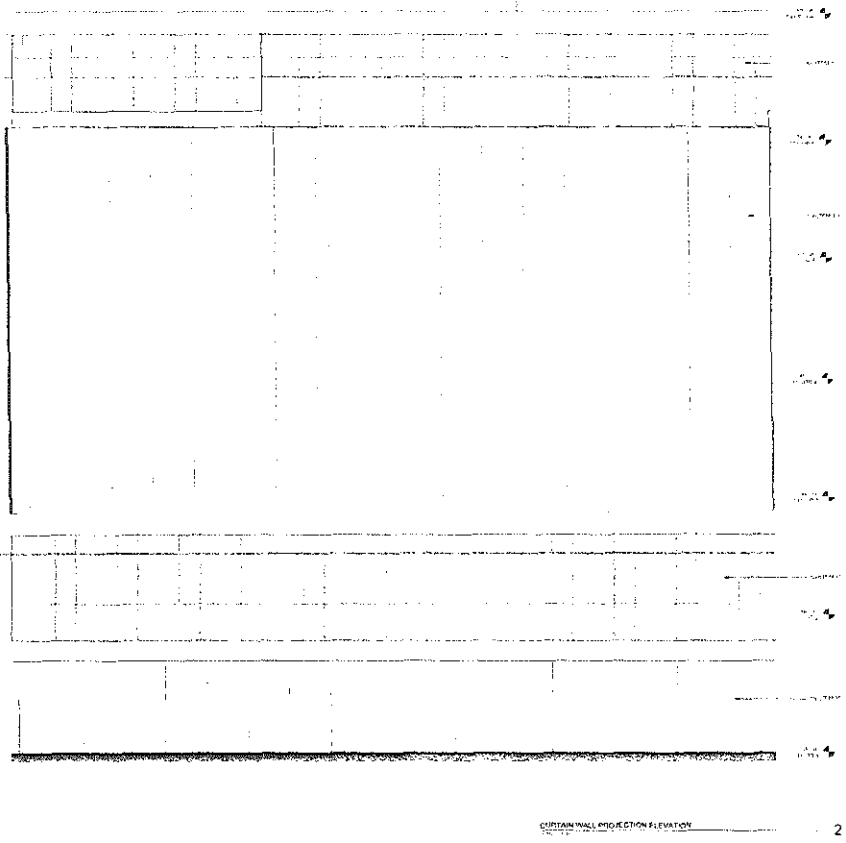
PROJECTED CONFERENCE ROOM ELEVATION  
10/15/01 2



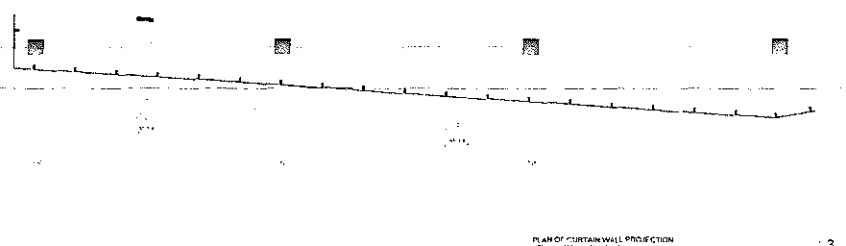
PLAN OF PROJECTED CONFERENCE ROOM  
10/15/01 3



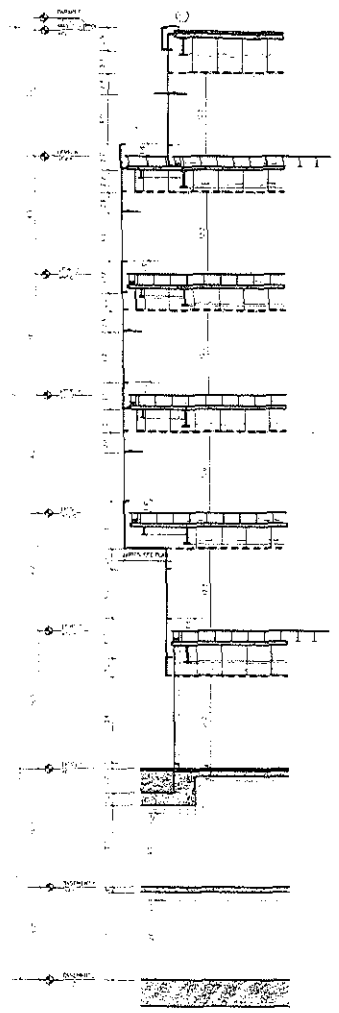
PROJECTED CONFERENCE ROOM SECTION  
10/15/01 1



CURTAIN WALL PROJECTION ELEVATION 2



PLAN OF CURTAIN WALL PROJECTION 3



CURTAIN WALL SECTION 4

ARCHITECT  
 NAME  
 ADDRESS  
 PHONE

DATE  
 SCALE  
 DRAWN BY



YAHOO!  
 SANTA CLARA, CA

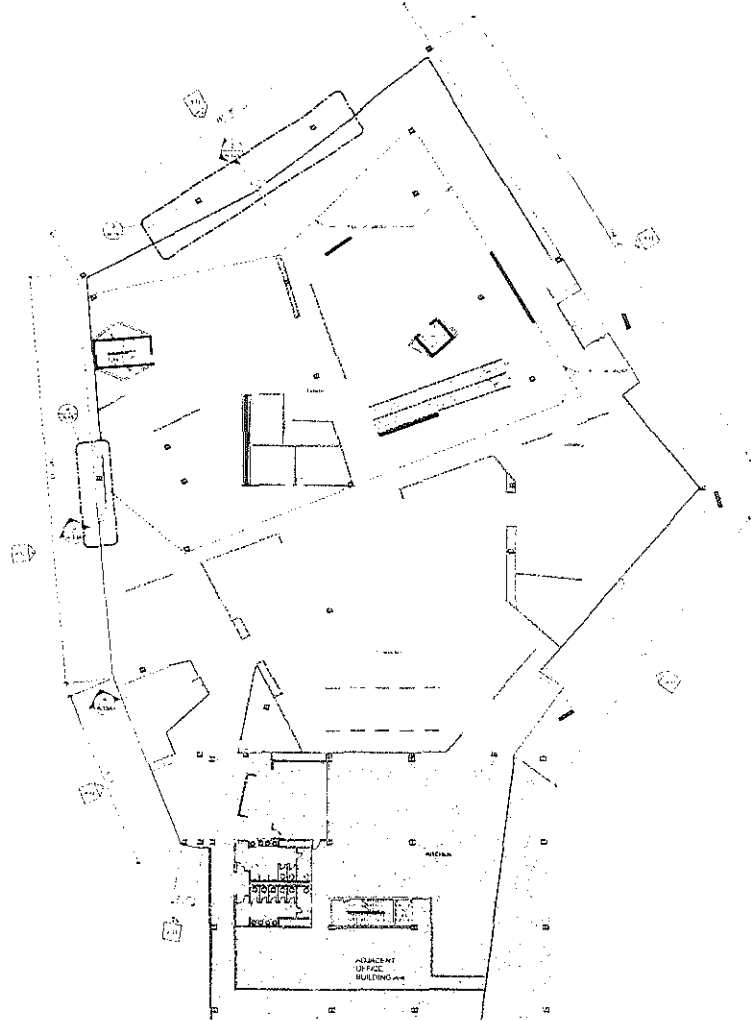
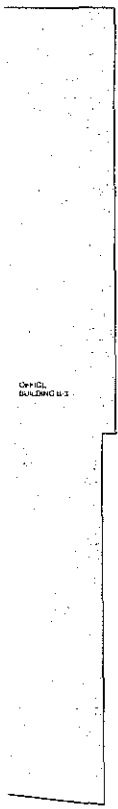
ARCHITECT  
 NAME  
 ADDRESS  
 PHONE

DATE  
 SCALE  
 DRAWN BY

ENLARGED CURTAIN  
 WALL PROJECTION

PROJECT INFORMATION

DATE	NOVEMBER 2000
PROJECT	YAHOO! SANTA CLARA
ARCHITECT	NRM ARCHITECTURE & INTERIORS
CLIENT	YAHOO!
LOCATION	1000 FOLSOM STREET, SAN FRANCISCO, CA
SCALE	AS SHOWN



REVISIONS

NO.	DATE	DESCRIPTION

PROJECT INFORMATION

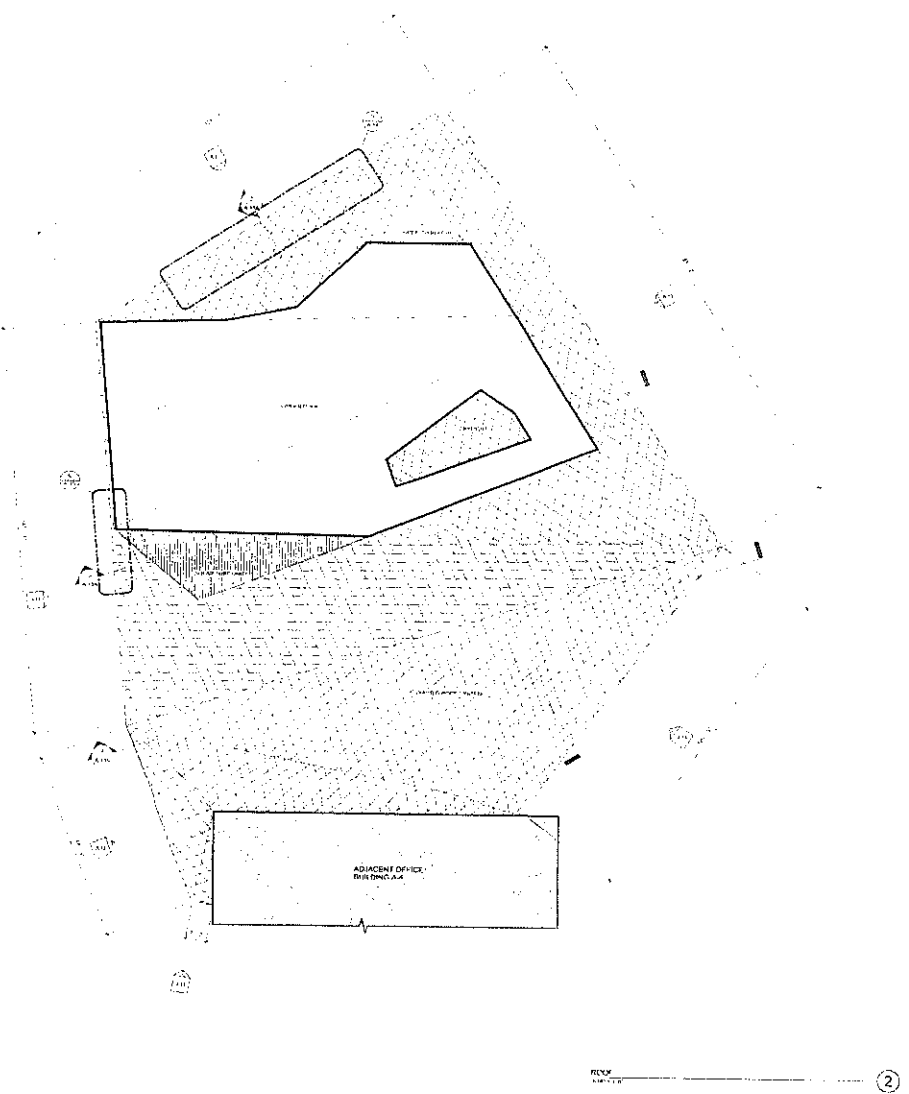
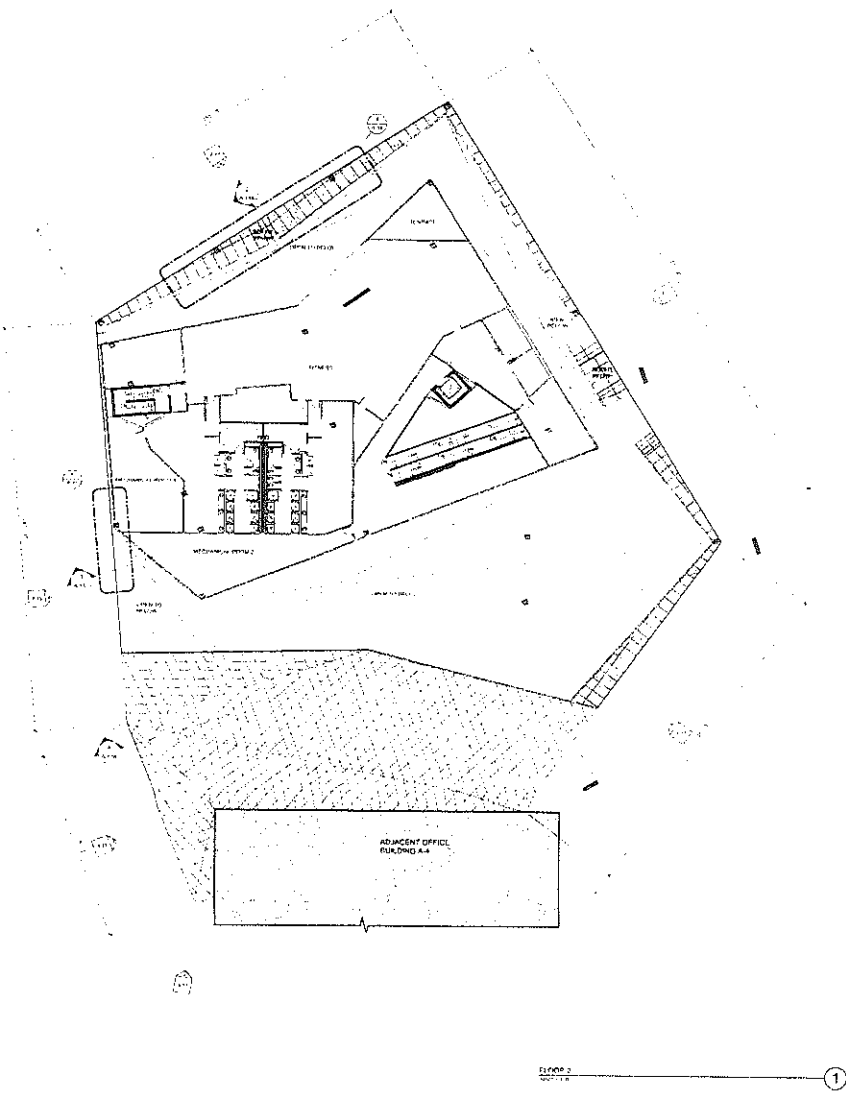
DATE	NOVEMBER 2000
PROJECT	YAHOO! SANTA CLARA
ARCHITECT	NRM ARCHITECTURE & INTERIORS
CLIENT	YAHOO!
LOCATION	1000 FOLSOM STREET, SAN FRANCISCO, CA
SCALE	AS SHOWN

**OVERALL FLOOR  
 PLANS BLDG  
 AC-CAFETERIA**



**YAHOO!**  
 SANTA CLARA CA

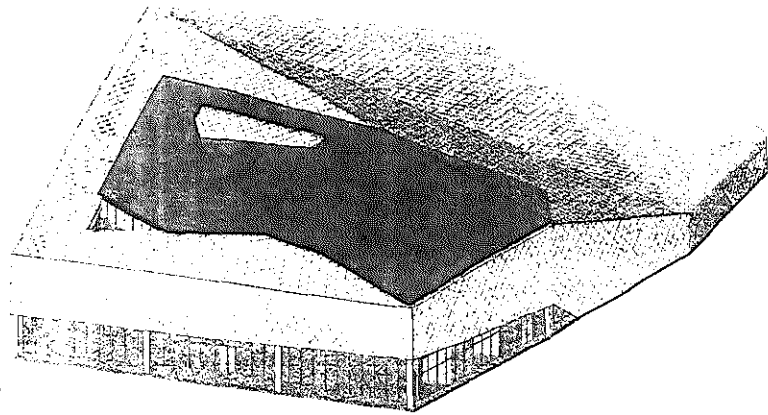
10/10/00



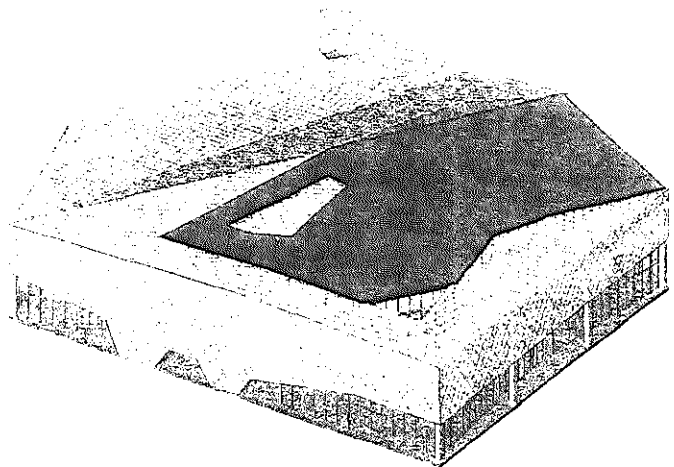
10/10/00

OVERALL FLOOR  
 PLANS BLDG  
 AC-FITNESS CENTER

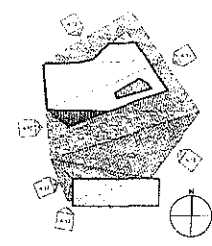




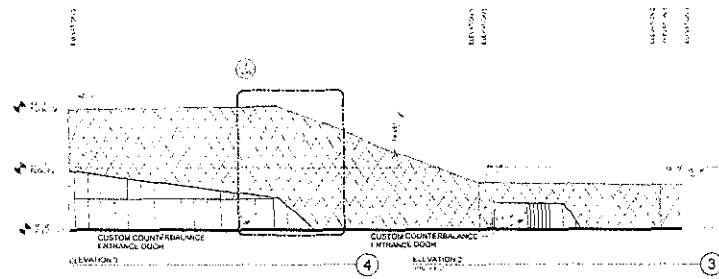
FROM BRIDGE VIEW (E) 8



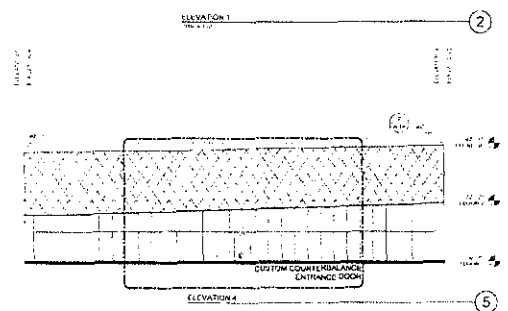
SYMMETRIC VIEW (E) 9



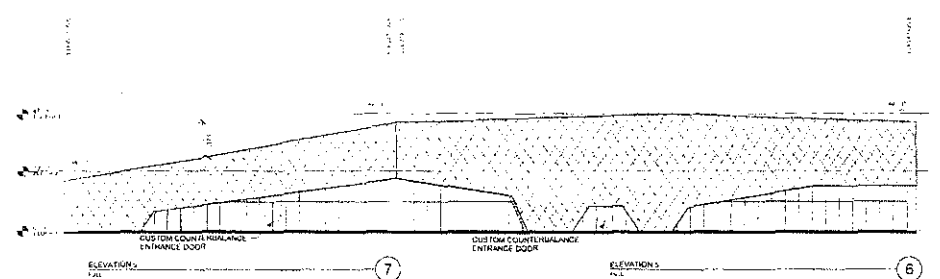
KEY PLAN - ELEVATION (1)



ELEVATION 3 (2)



ELEVATION 4 (5)



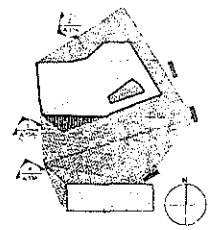
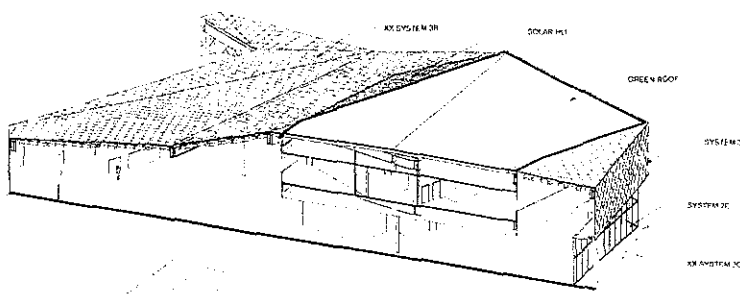
ELEVATION 7 (6)

RMW  
 architecture & interiors  
 180 Pine Street  
 San Francisco, CA 94111  
 Tel: 415 774 3600  
 Fax: 415 774 3210  
 www.rmwa.com

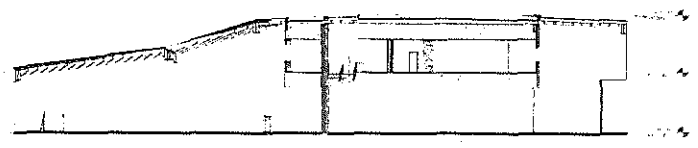
**Y!**  
 YAHOO!  
 SANTA CLARA, CA  
 Architect: RMW Inc.  
 Architectural Consultant:

DATE	DESCRIPTION
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11/14/01	3D CONCEPT
12/11/01	3D CONCEPT
01/10/02	3D CONCEPT
02/07/02	3D CONCEPT
03/07/02	3D CONCEPT
04/04/02	3D CONCEPT
05/02/02	3D CONCEPT
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05/29/10	3D CONCEPT
06/26/10	3D CONCEPT
07/23/10	3D CONCEPT
08/20/10	3D CONCEPT
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01/01/20	3D CONCEPT

EXTERIOR  
 ELEVATIONS BLDG  
 AC



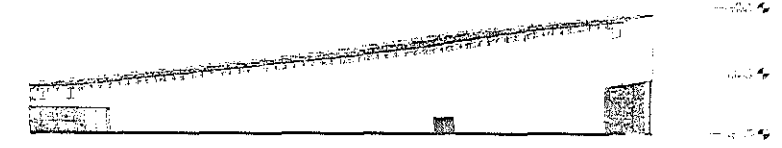
KEY PLAN - SECTIONS  
 1



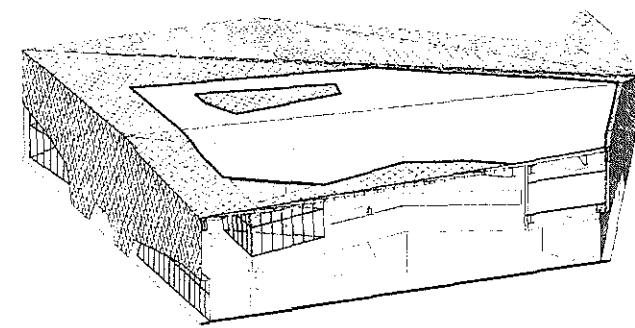
LONGITUDINAL SECTION  
 2



TRANSVERSE SECTION  
 3

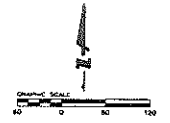
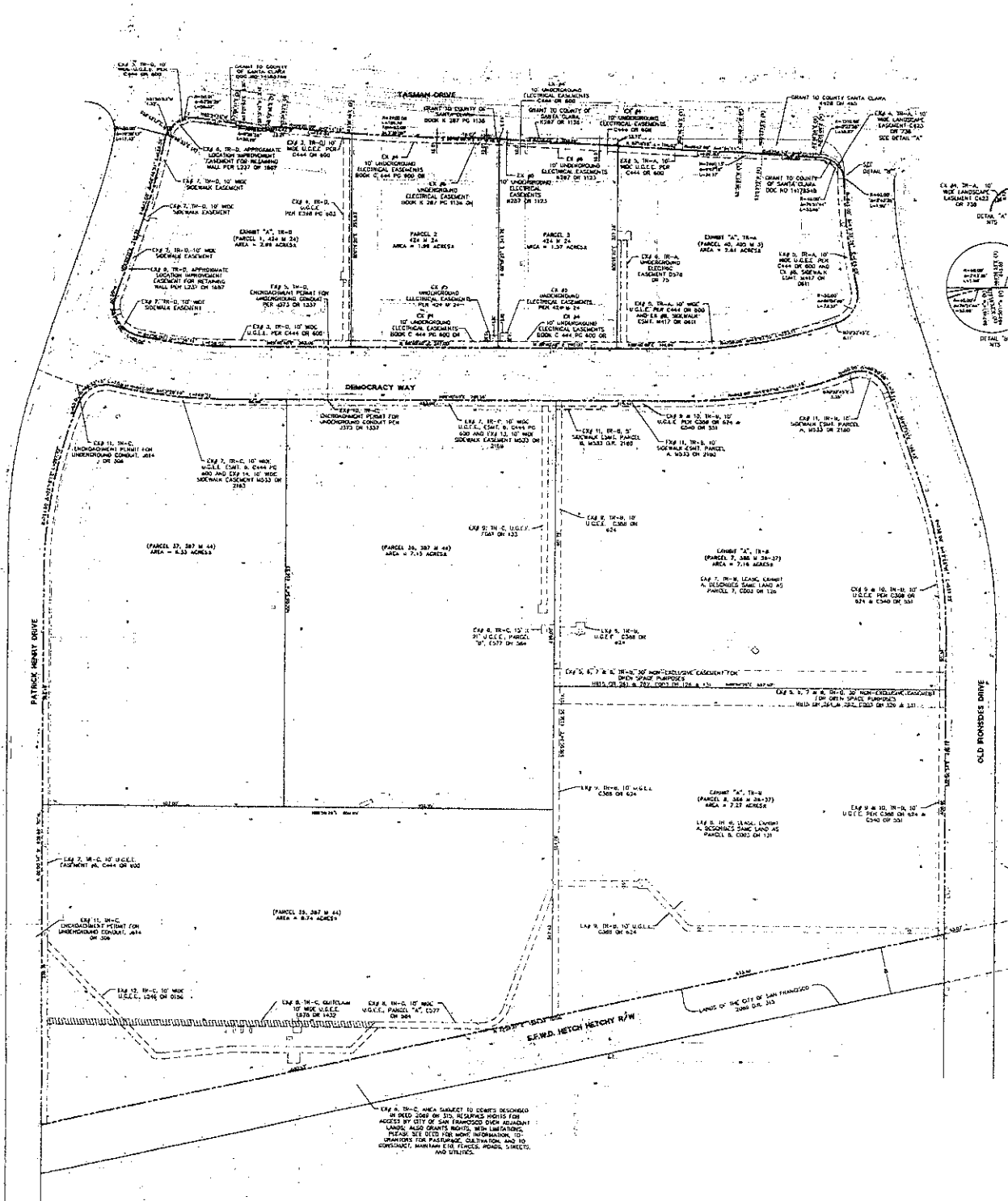


TRANSVERSE SECTION  
 4



ISOMETRIC SECTION 01  
 5

ISOMETRIC SECTION 02  
 6



**BOUNDARY SURVEY:**  
 CITY OF SANTA CLARA SAN 01-6  
 GREAT AMERICA PARK & 1/2 S. EAST OF OLD COUNTY RD.  
 CROSSED SQUARE ON EAST SIDE OF HIGHWAY VALLEY 7.5' EAST OF  
 EAST FACE OF CURB ON GREAT AMERICA PARK.  
 2007 ADJUSTMENT - 11010 24  
 ELEV. = 13.37'

**DATE OF SURVEY:**  
 THE SURVEY NORTH 00°00'34" WEST OF THE CENTERLINE OF OLD  
 KENNEDY DRIVE, BETWEEN CORNER MONUMENTS 42' 20" FROM ON PARCEL 10  
 1/2 S. EAST OF CURB ON GREAT AMERICA PARK.  
 RECORDS OF SANTA CLARA COUNTY, FILE UNDER AS THE BASIS OF  
 RECORDS FOR THIS SURVEY.

150 Alameda Street  
 San Francisco, CA 94111

**BK1**  
 BOUNDARY SURVEY ENGINEERS

255 SHORELINE DRIVE, SUITE 20  
 REDWOOD CITY, CA 94063  
 650-482-1830  
 650-482-0399 (FAX)

**BK1**  
 BOUNDARY SURVEY ENGINEERS

255 SHORELINE DRIVE, SUITE 20  
 REDWOOD CITY, CA 94063  
 650-482-1830  
 650-482-0399 (FAX)

**Yahoo!**  
 SANTA CLARA, CA

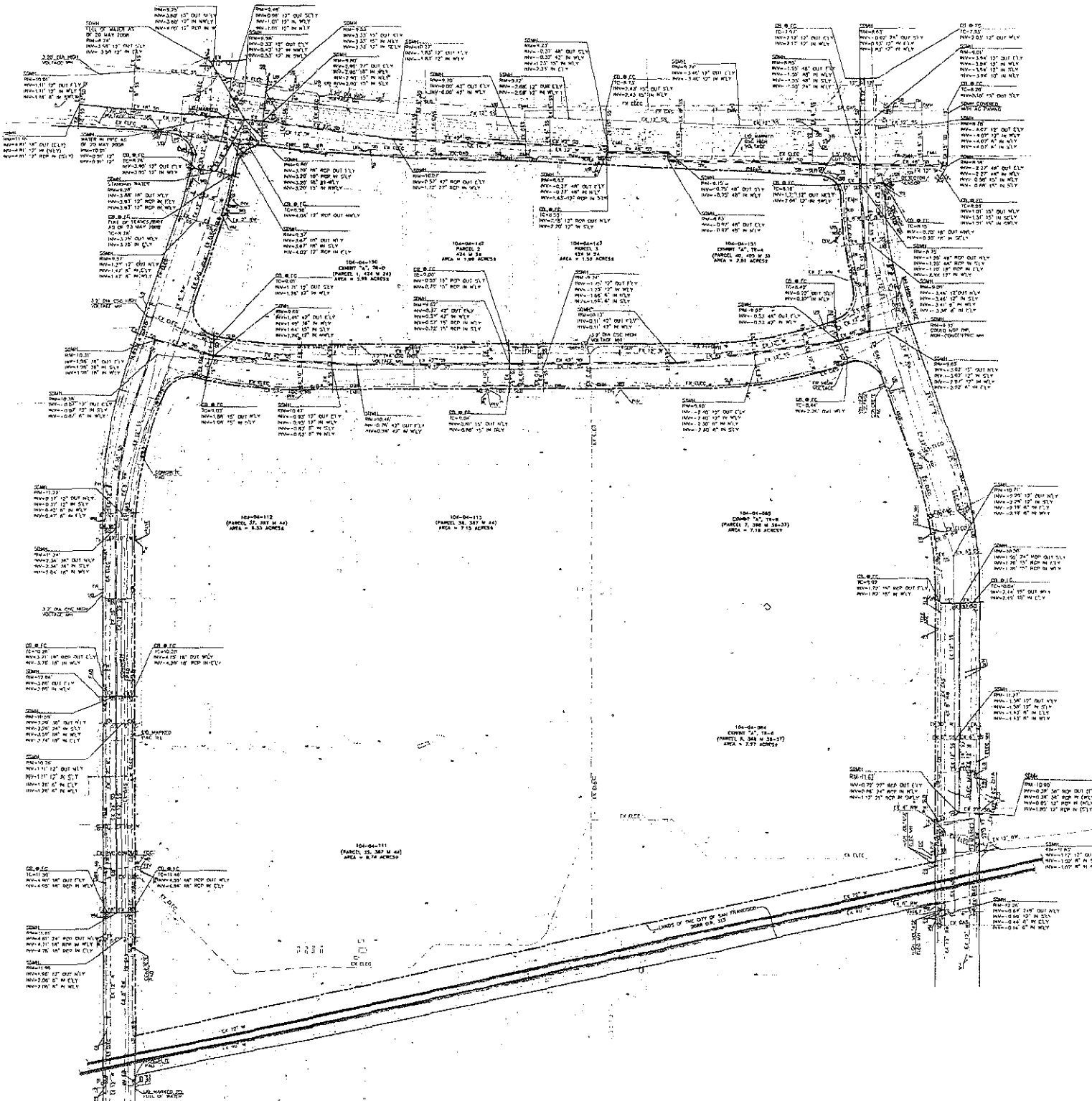
Approved for the project by:

DATE: 11/11/2008

SCALE: 1" = 40'

PROJECT: EXISTING BOUNDARY AND EASEMENTS PLAN

EXISTING  
 BOUNDARY AND  
 EASEMENTS PLAN



GRAPHIC SCALE  
0 10 20

LEGEND

- W WATER MAIN
- S SEWER
- F FIBER OPTIC
- FM FIRE MAIN
- BLM BLOW OFF VALVE
- FC FIRE DEPTH CONNECTION
- PM POST MOUNTED VALVE
- SLS STREET LIGHT ROD
- TR TELEPHONE ROD
- WB WATER ROD
- UL UTILITY ROD
- ER ELECTRICAL ROD
- FA FIRE ALARM ROD
- WM WATER MAIN
- RM RECYCLED WATER MAIN
- WHP WATER MAIN
- SS SANITARY SEWER
- SD STORM DRAIN
- ELC ELECTRICAL
- C GAS
- TEL TELEPHONE
- DC DRAINAGE DEPTH
- PCP REINFORCED CONCRETE PIPE
- EL LINE (WATER)
- EX (EXIST)
- WH WAREHOUSE

SANITARY SEWER MAIN --- 12" ---

STORM DRAIN MAIN --- 18" ---

WATER MAIN --- 12" ---

RECYCLED WATER MAIN --- 12" ---

FLOOD ZONE DESIGNATION

ALL PROPERTIES ARE LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND A DATE EXPIRATION OF MAY 18, 2006. FOR COMMUNITY WORTH AND QUALITY OF LIFE IN SANTA CLARA COUNTY, STATE OF CALIFORNIA, WHICH IS THE CURRENT FLOOD HAZARD RISK MAP FOR THE JURISDICTION IN WHICH THIS PROJECT IS SITUATED.

DEMOCRACY WAY AND A PORTION OF OLD ADVISORY ROAD ARE WITHIN ZONE X0 (DEPT 1).

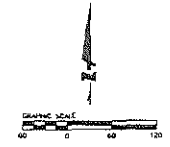
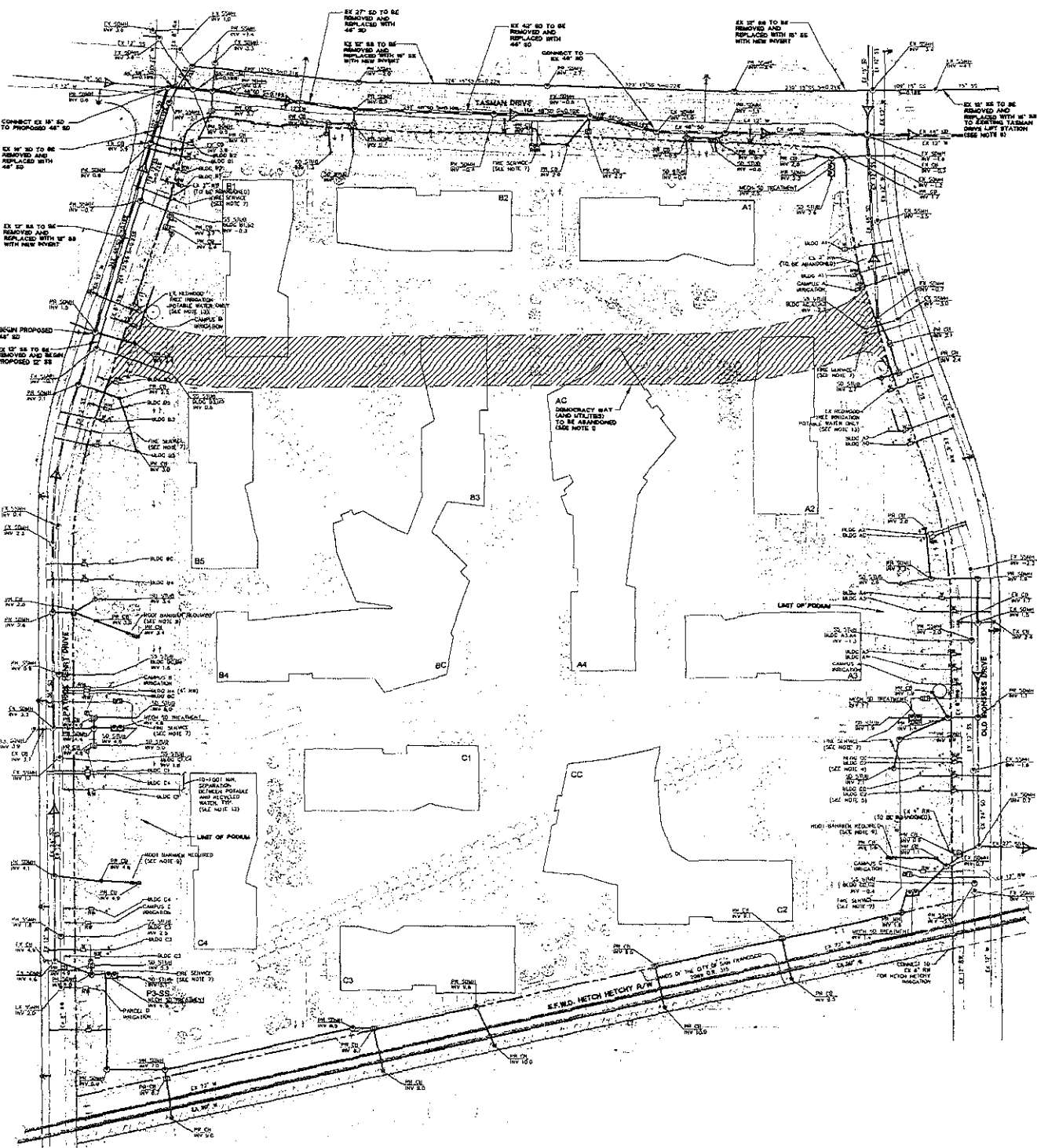
ZONE 3  
AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH INCREASE DEPTH OF 10% TO 1.5 FEET OR WITH DRAINAGE AREAS LESS THAN 10 ACRES, AND AREAS PROTECTED BY LEAST FROM 1% ANNUAL CHANCE FLOOD.

ZONE 40  
FLOOD DEPTH OF 1 TO 3 FEET (USUALLY 2 FEET) FROM 2% SLORING TERRAIN, AVERAGE DEPTH OF FLOODING FOR AREAS OF ALLUVAIUM FAN FLOODING, VELOCITIES ALSO DETERMINED.

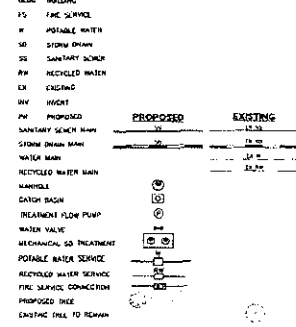
**BKF**  
BENTON & BOWLES

222 SHORELINE DRIVE, SUITE 207  
SANTA CLARA, CA 95050  
408-482-6000  
408-482-6098 (FAX)

Yahoo!  
SANTA CLARA CA



**LEGEND**



**NOTES**

- DEMOCRACY WAY TO BE ABANDONED. STORM DRAIN AND SANITARY SEWER TO BE RELOCATED TO PATRICK HENRY AND TASMAN DRIVE. EXISTING WATER TO BE STUBBED AT PATRICK HENRY DRIVE AND OLD HORSHOES DRIVE.
- WELLY STRUCTURES SHOWN ARE NOT TO SCALE. STRUCTURES ARE GENERALLY SHOWN LARGER THAN ACTUAL SIZE FOR CONTEXT.
- ALL POTABLE AND RECYCLED WATER STUBS ARE LABELED WITH THE CORRESPONDING BUILDING WHICH THEY SERVE (EG. "BLDG A1").
- RECYCLED WATER STUBS LABELED FOR BUILDINGS USE TO BE USED FOR BOTH FLOWING AND COOLING. RECYCLED WATER LABELED FOR IRRIGATION TO BE USED FOR SPECIFIC CAMPUS/PARKED IDENTIFIED.
- ALL POTABLE WATER SERVICE INCLUDES METER AND BACKFLOW PREVENTER DEVICE PER THE CITY OF SANTA CLARA WATER DEPARTMENT - STANDARD NO. 8.
- THE PROPOSED 10-INCH SANITARY SEWER LINE IN TASMAN DRIVE EAST OF OLD HORSHOES DRIVE TO THE TASMAN DRIVE LRT STATION SHALL BE CONSTRUCTED IN SAME LOCATION (BOTH HORIZONTALLY AND VERTICALLY) AS THE EXISTING 10-INCH SEWER LINE UP TO THE TASMAN DRIVE LRT STATION.
- FOR LAYOUT OF COMPLETE FIC SYSTEM REFERENCE SHEET C7 "PROPOSED FIRE SERVICE AND ACCESS PLAN."
- BRECS SHOWN ARE FOR CONTEXT TO COORDINATE LOCATION OF UTILITY CONNECTIONS. FOR FURTHER PLAN DETAILS INCLUDING SHEETS REFER TO LANSCHWAY PLANS.
- WHEN UTILITIES ARE BETWEEN 3 AND 10 FEET FROM FACE OF TREES A ROOT BARRIER WILL BE INSTALLED.
- WHEN PROPOSED UTILITIES ARE 10- FEET OR MORE FROM PROPOSED FACE OF TREES NO ROOT BARRIER WILL BE INSTALLED.
- PROPOSED UTILITIES MAINTAIN A MINIMUM 10- FEET CLEAR FROM ALL EXISTING FACE OF TREES TO REMAIN.
- POTABLE WATER AND RECYCLED WATER SHALL HAVE A MINIMUM SEPARATION OF 10- FEET AND BE INSTALLED IN SEPARATE TRENCHES.
- EXISTING REDWOOD TREES TO BE IRRIGATED WITH POTABLE WATER ONLY.

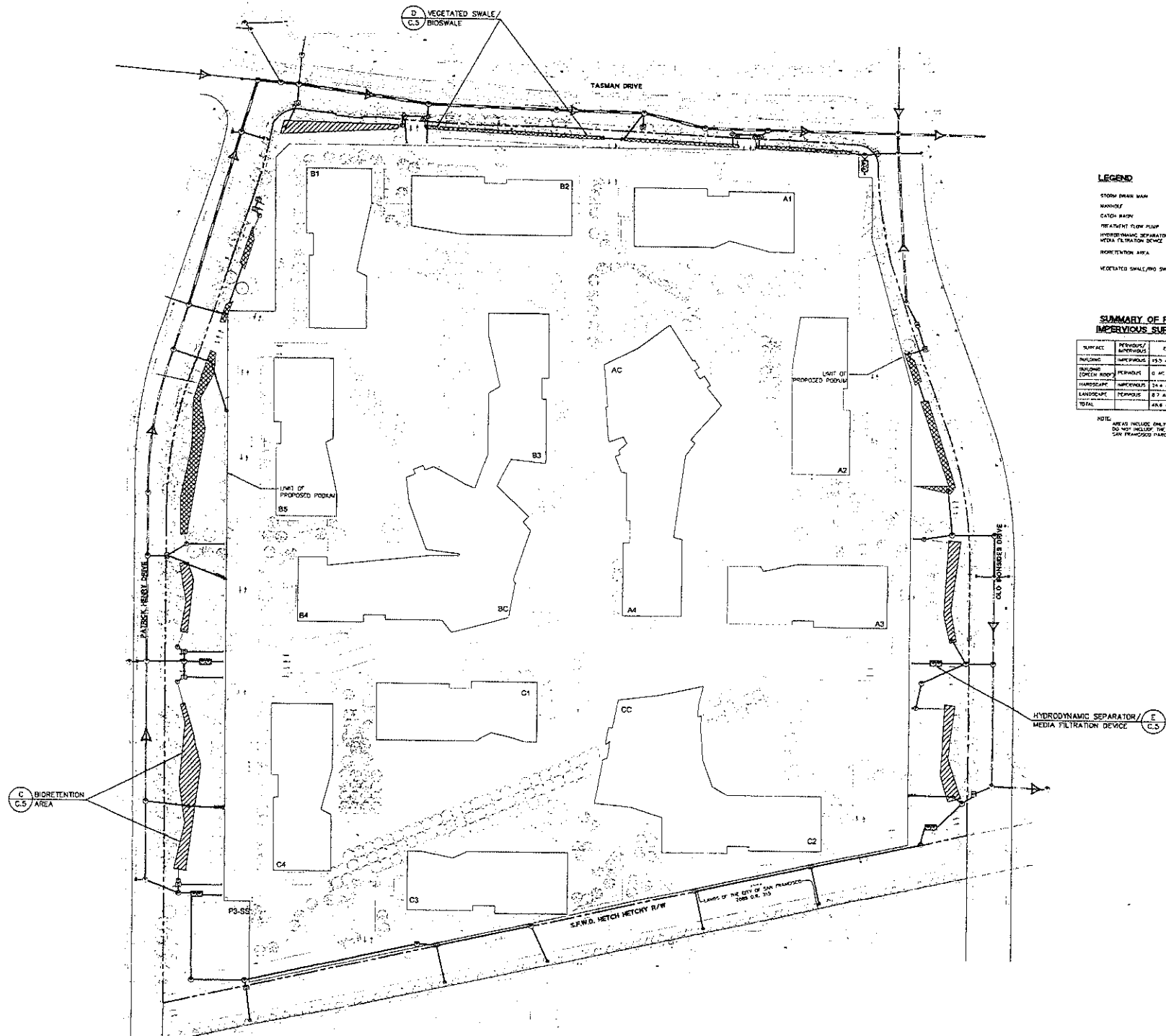
17-13-11  
 17-13-11  
 17-13-11  
 architecture & interiors  
 100 Pine Street  
 Santa Clara, CA 95051  
 Tel: 415.751.2800  
 Fax: 415.751.2150  
 www.piaa.com

**BKF**  
 255 SHAWLING DRIVE, SUITE C  
 REDWOOD CITY, CA 94060  
 650-442-3300  
 650-442-3399 (FAX)



**Yahoo!**  
 SANTA CLARA, CA

Project No: 17-13-11  
 Date: 11/13/11  
 Title: UTILITY SYSTEM PLAN  
 Scale: AS SHOWN  
 Author: [Name]  
 Checker: [Name]  
 Designer: [Name]  
 Engineer: [Name]



1990 Hill Street  
 San Francisco, CA 94115  
 Tel: 415.774.1000  
 Fax: 415.774.1010  
 www.bkf.com

**LEGEND**

	PROPOSED	EXISTING
STORM DRAIN SHAFT		
MANHOLE		
CATCH BASIN		
TREATMENT FLOW PUMP		
HYDRODYNAMIC SEPARATOR/ MEDIA FILTRATION DEVICE		
WORKZONATION AREA		
VEGETATED SWALE/NO SWALE		

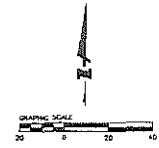
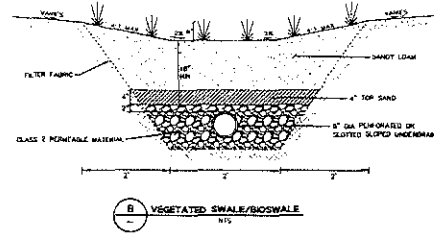
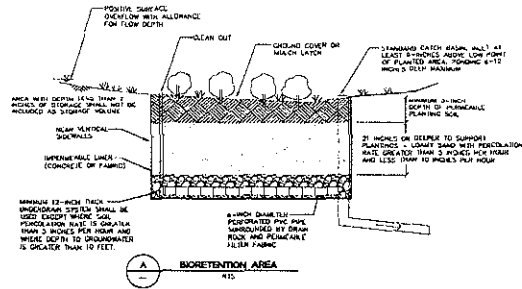
**SUMMARY OF PERVIOUS AND IMPERVIOUS SURFACES ONSITE**

SURFACE	PERVIOUS	EXISTING	PROPOSED
BUILDING	IMPERVIOUS	15.5 AC (31.8%)	23.1 AC (28.8%)
PARKING (OPEN ROOF)	IMPERVIOUS	0 AC (0.0%)	11.3 AC (17.8%)
HARDSCAPE	IMPERVIOUS	24.4 AC (29.3%)	13.9 AC (19.4%)
LANDSCAPE	PERVIOUS	8.7 AC (17.8%)	29.9 AC (42.5%)
TOTAL		49.6 AC (100%)	78.2 AC (100%)

NOTE: AREAS INCLUDE ONLY THE PROPOSED SITE AND DO NOT INCLUDE THE CITY AND COUNTY OF SAN FRANCISCO PARCELS SOUTH OF THE SITE.

235 SHORELINE DRIVE, SUITE 200  
 REDWOOD CITY, CA 94063  
 650-482-8200  
 650-482-1100 (FAX)

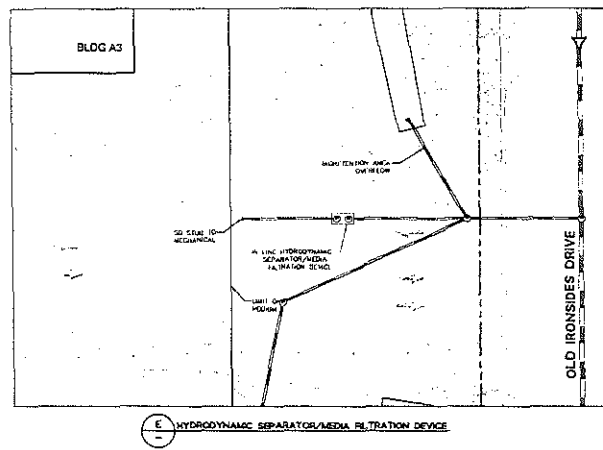
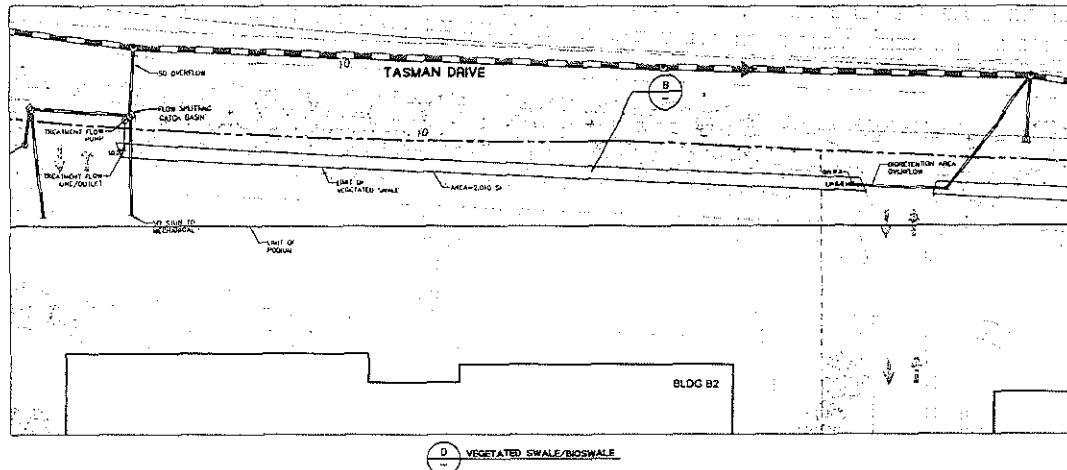
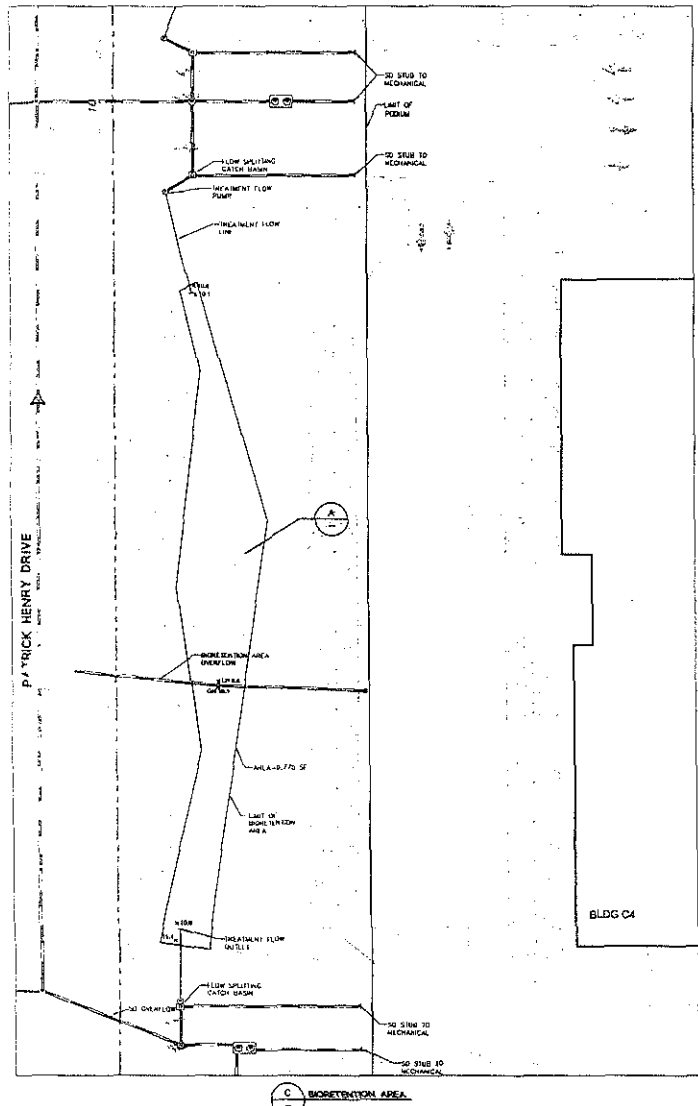
Yahoo!  
 SANTA CLAPA, CA

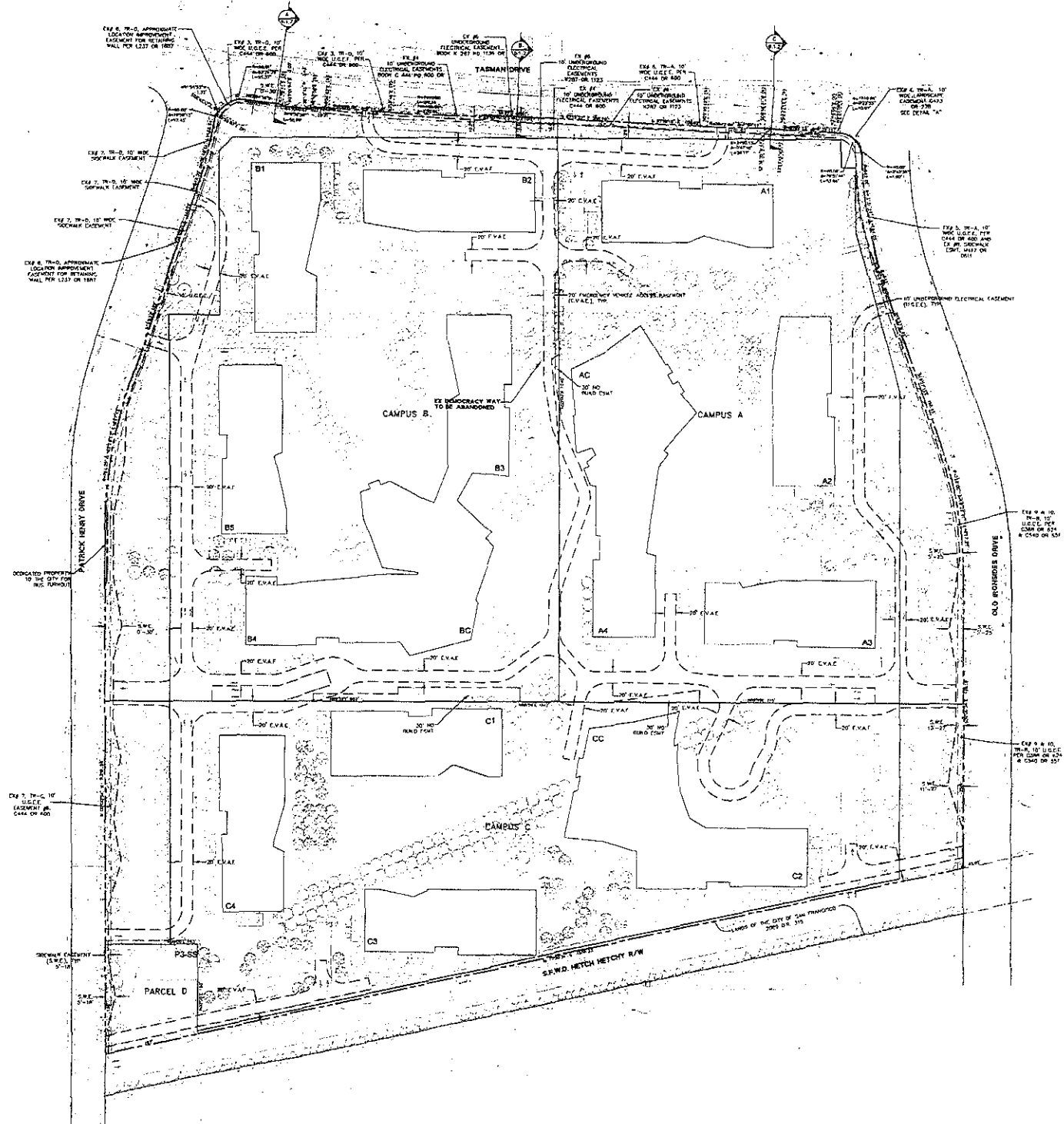
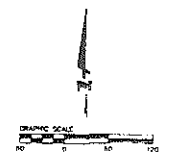


255 SHORELINE DRIVE, SUITE  
 REDWOOD CITY, CA 94065  
 650-432-5300  
 650-432-5399 (FAX)



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**SUMMARY OF PARCEL / CAMPUS AREAS**

PARCEL/CAMPUS	AREA
CAMPUS A	15.1 ACRES
CAMPUS B	19.8 ACRES
CAMPUS C	19.0 ACRES
PARCEL D	8.6 ACRES
TOTAL	62.6 ACRES

NOTE: AREAS INDICED ONLY ARE PROPOSED ONLY AND DO NOT INCLUDE THE CITY AND COUNTY OF SAN FRANCISCO PARCELS SOUTH OF THE WAY

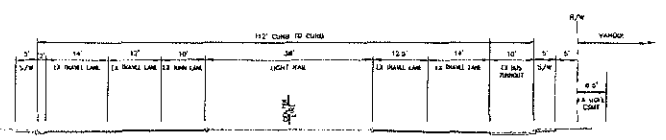




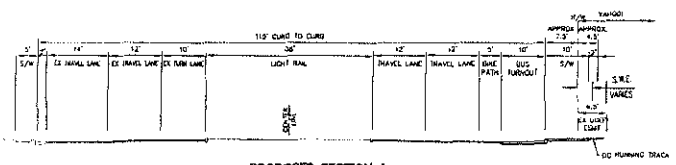
Yahoo!  
 SANTA CLARA, CA

Approved by the City:

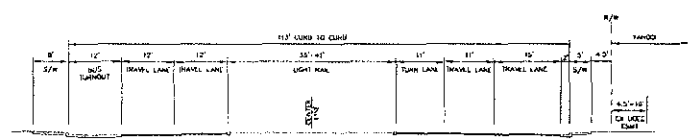
Project:	San Jose
Location:	Santa Clara, CA
Date:	11/11/03
Scale:	1" = 10'
Drawn by:	JMM



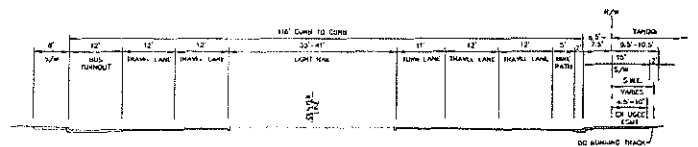
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 1" = 10'



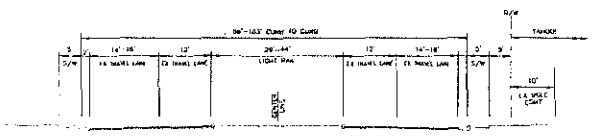
**PROPOSED SECTION A**  
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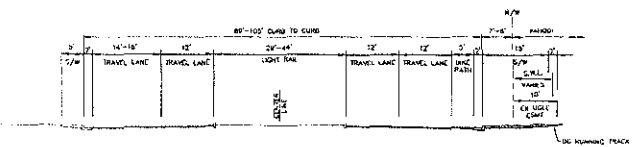
**EXISTING SECTION C**  
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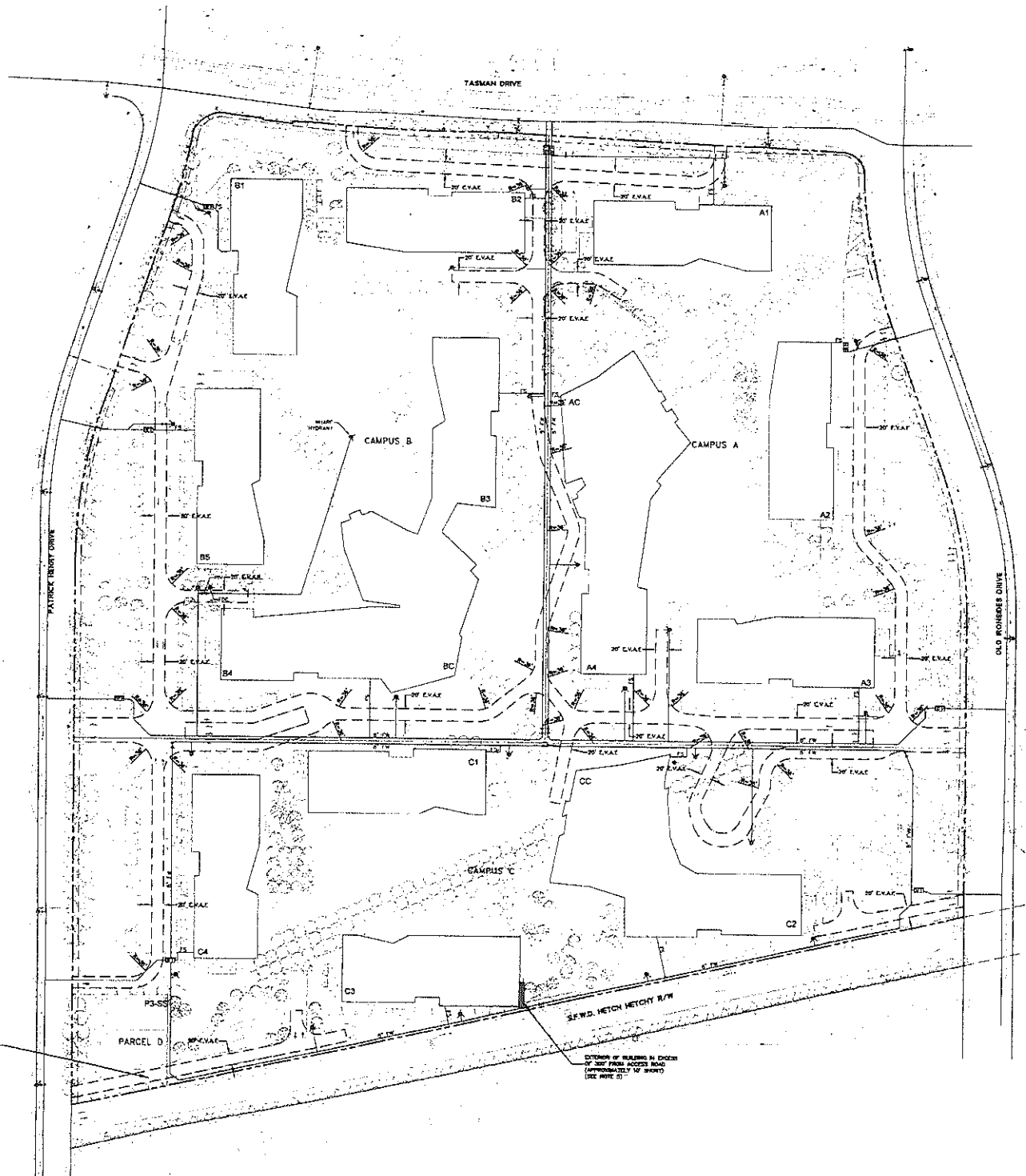
**PROPOSED SECTION C**  
 1" = 10'



**EXISTING SECTION B**  
 1" = 10'



**PROPOSED SECTION B**  
 1" = 10'



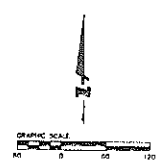
- NOTES:**
- FIRE APPARATUS ACCESS ROADS SHALL BE DESIGNED TO THE FOLLOWING CRITERIA:
    - 15' MINIMUM VERTICAL CLEARANCE.
    - 10' MINIMUM WIDTH.
    - 20' MINIMUM RADIUS.
  - WHERE ACCESS ROADS DO NOT MEET CRITERIA LISTED IN NOTE 1 THE CITY OF SANTA CLARA FIRE DEPARTMENT TURNING PLATE WAS USED TO VERIFY COMPLIANCE.
  - THE SERVICE LINES ARE SHOWN FOR INFORMATION ONLY. COORDINATION WITH MEP AND STRUCTURAL CONSULTANTS WILL BE REQUIRED WITH DETAILED PULPING DESIGN.
  - ALL PROPOSED HYDRANTS ARE CITY OF SANTA CLARA WASTEWATER DEPARTMENT STANDARD NO. 18 UNLESS OTHERWISE NOTED. EMERGENCY VEHICLE ACCESS SHALL BE MAINTAINED TO WITHIN 500' OF FIREHOSE WALLS OF BUILDINGS PER ADEQUATE WITH THE CITY OF SANTA CLARA FIRE DEPARTMENT. THESE BUILDINGS WILL INCLUDE AUTOMATIC SPRINKLERS. ACCESS ROADS WILL BE LOCATED ON CITY AND WERE WILL BE NO GROUP B-3 OR GROUP U OCCUPANCY.
  - THE SECTION OF PULPING IS THAT IS NOT WITHIN 300'-0" OF A FIRE APPARATUS ACCESS ROAD HAS BEEN CANCELED A REGION SECTION BY THE CITY OF SANTA CLARA FIRE DEPARTMENT.
  - MAXIMUM SEPARATION BETWEEN FIRE DEPARTMENT CONNECTIONS AND HYDRANTS SHALL BE 50' PER SECTION AND OF THE CITY AND THE CITY OF SANTA CLARA.
  - FIRE HYDRANTS SHALL BE SPACED PER APPENDIX C (TABLE C105) OF THE CFC BASED ON REQUIRED FIRE FLOW (1.500 GPM SINCE BUILDINGS ARE TYPE I, SPRINKLED, AND THERE ARE NO DEAD END ROADS) THE AVERAGE SPACING BETWEEN HYDRANTS SHALL BE 500'-0".
  - EVAE SHALL NOT BE PROVIDED WITHIN LOTS OF THE CITY AND COUNTY OF SAN FRANCISCO.

**LEGEND**

FS	FIRE SERVICE
FW	FIRE WATER
FDC	FIRE DEPARTMENT CONNECTION
W	POTABLE WATER
RPV	BACK FLOW PREVENTER
RIV	ROSS INDICATOR VALVE
EX	EXISTING
EVAE	EMERGENCY VEHICLE ACCESS EQUIPMENT
WM	WATER MAIN
GV	GATE VALVE
BFP	BACK FLOW PREVENTION
H	FIRE HYDRANT
FS	FIRE SERVICE CONNECTION

ALTERNATE EVAE TO BE USED BY CITY AND COUNTY OF SAN FRANCISCO PROPERTY IS INDICATED AND TO MAINTAINANCE OR REPLACEMENT BY THE SAN FRANCISCO PUBLIC UTILITIES COMMISSION (SFPUC).

LOCATION OF EXISTING 4' DIAMETER 300' FROM ACCESS ROAD (APPROXIMATELY 1/2" FROM THE WALL)

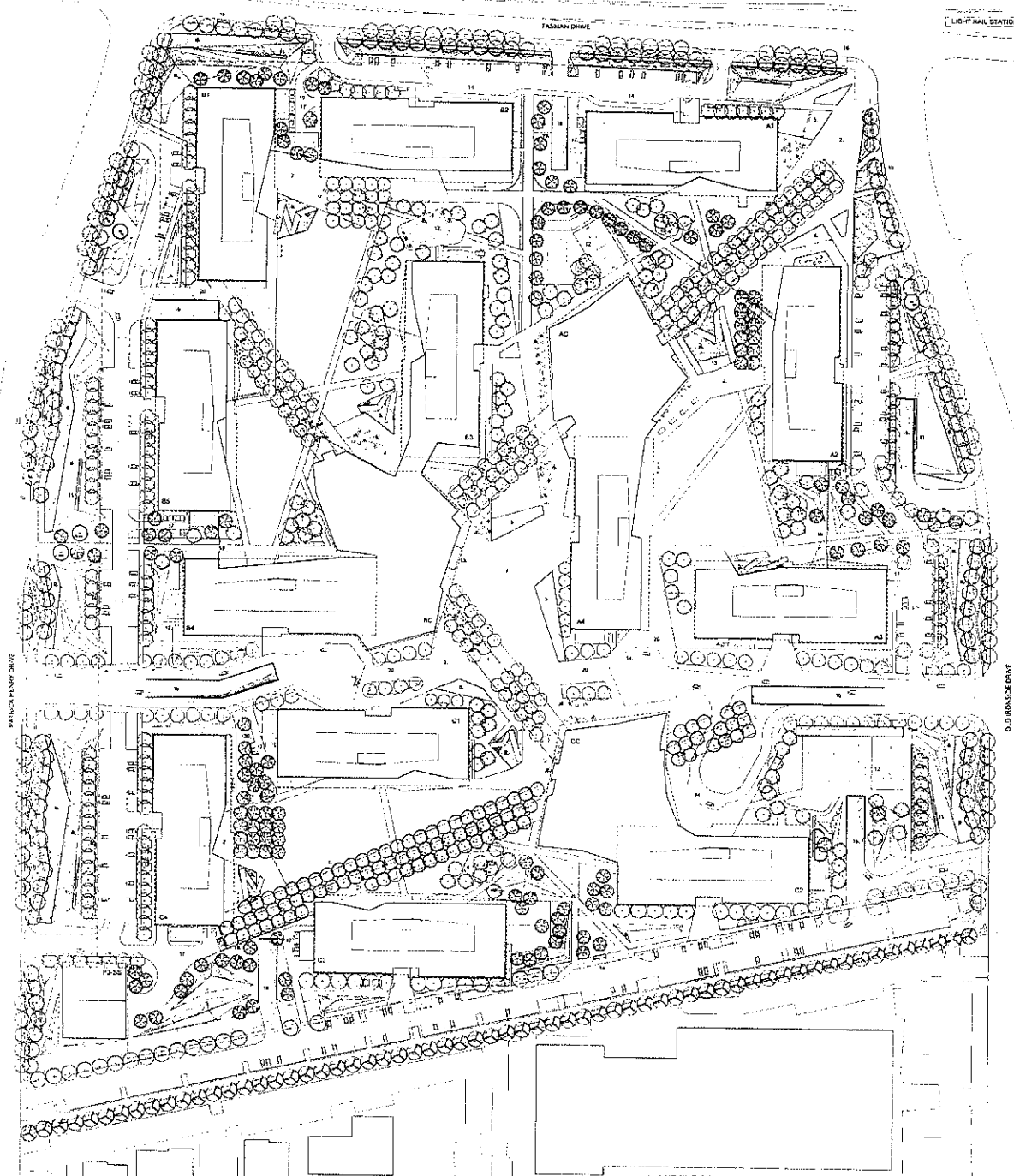


ARCHITECTURE & ENGINEERING  
 222 SHORELINE DRIVE, CITY  
 REDWOOD CITY, CA 94063  
 (650) 497-1300 (EVAE)

**BKF**  
 BUILDING & CONSTRUCTION  
 222 SHORELINE DRIVE, CITY  
 REDWOOD CITY, CA 94063  
 (650) 497-1300 (EVAE)

**Yahoo!**  
 SANTA CLARA, CA

PROPOSED FIRE SERVICE AND ACCESS PLAN

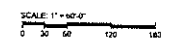


- LEGEND**
- LAWN / TURF AREA
  - PLANTING AREA
  - BIODEGRADABLE AREA (SEE L2.0 & L2.1)
  - WATER FEATURE (SEE L2.3)
  - SPECIAL PAVING (SEE L2.3)
  - POURDECK PAVING (SEE L2.3)
  - GARDEN PATIO DECK (SEE L2.4)
  - CONCRETE (SEE L2.7)
  - SITE FURNITURE & CAFE SEATING
  - BICYCLE STORAGE
  - PROPERTY LINE
  - EXTENT OF PARKING STRUCTURE
  - BUILDING ROOFLINE
- 1 ACTIVATED BODIQUE W/ SPECIAL PAVING (SEE L2.4)
  - 2 PLAZA W/ SPECIAL PAVING
  - 3 PORETRATION / CALCULATION TO PARKING BELOW (SEE ARCH)
  - 4 GARDEN PATIO DECK
  - 5 WATER FEATURE
  - 6 QUENKOH RIVINGTON
  - 7 MULTI-USE PATH (SEE L2.2)
  - 8 FORMETER BEAMS (SEE L2.0 & L2.1)
  - 9 STORMWATER TREATMENT ANGLAS (SEE CIVIL)
  - 10 PARKING STRUCTURE VENTILATION SHAFT
  - 11 OUTDOOR RECREATION AREA
  - 12 PROTECTION WALL & OUTDOOR STAGE
  - 13 VEHICLE DROP-OFF LOCATIONS
  - 14 VTA BUS STOP
  - 15 VEHICLE RAMP TO PARKING BELOW
  - 16 2' OF GRASS / BIKE LANE
  - 17 UTILITY AREAS
  - 18 2' OF GRASS / BIKE LANE
  - 19 SECURITY FENCING & VIDEO ANALYTICS
  - 20 SECURITY VIDEO ANALYTICS

**TREE PLANTING LEGEND**

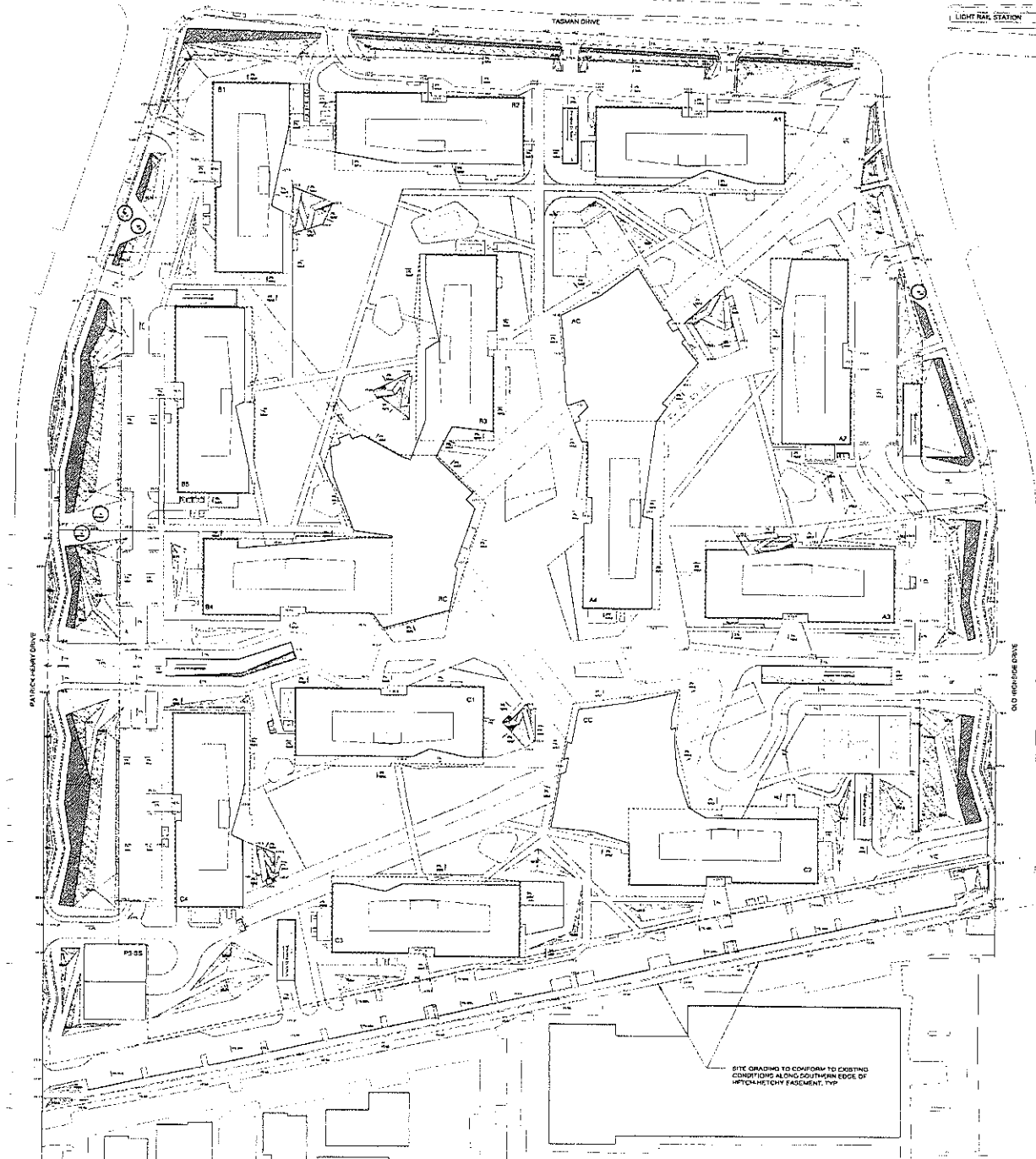
SYMBOL	SCIENTIFIC NAME	COMMON NAME
<b>EVERGREEN TREES</b>		
○	ARBUTUS UNEDO	STRAWBERRY THICK
○	FRAXINUS UHDEI 'NAUSEGEE BEAUTY'	EVERGREEN ASH
○	OLEA EUROPEA	FRUITLESS OLIVE
○	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
<b>DECIDUOUS TREES</b>		
○	ULMUS PARVIFLORA	CHINESE ELM
○	QONIGS OCCIDENTALIS	WESTERN REDBUD
○	FRAXINUS VEGETINA (STREET)	MODESTO ASH
○	GAMGO BALBOA	GINKGO
○	GLEDISIA TRACANTHOS	HONEY LOCUST
○	JACARANDA ACUTIFOLIA	JACARANDA
○	FRAXINUS CALLIFRANKA 'TOLM-GH'	SHAGGY FLOWERING PLUM
○	ROBINIA PSEUDODACIA	BLACK LOCUST
○	SCHNUS TEREBINTHEFOLIOS	BRASILIAN PEPPER
○	SCHNUS MOLLE	CALIFORNIA PEPPER
○	SOPHORA JAPONICA	JAPANESE PAGODA TREE
<b>EXISTING TREES</b>		
○	QONIGS OCCIDENTALIS	WESTERN REDBUD
○	SEQUOIA SEMPERVIRENS	COSTAL REDWOOD

- NOTES**
1. SEE ARCHITECTURE FOR PROPERTY LINES.
  2. SEE CIVIL FOR STORM WATER TREATMENT CONCEPT PLAN AND OVERLAY PLAN OF TREES & UNDERGROUND UTILITIES.
  3. PLEASE REFER TO ARBORIST REPORT IN APPENDIX B OF SIF FOR DESCRIPTION AND LOCATION OF EXISTING TREES. ALL (E) TREES NOT SHOWN IN SITE LANDSCAPE PLAN ARE TO BE REMOVED.
  4. TOTAL TREE COUNT: 2646 NEW TREES & EXISTING TREES. 200 OF THE NEW TREES AND ALL EXISTING TREES LOCATED ALONG PERIMETER OF SITE (OUTSIDE OF PODIUM); 700 OF THE NEW TREES TO BE LOCATED ON PODIUM.





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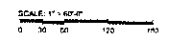


- NOTES**
- 1. GRADING SHOWN INDICATES DESIGN INTENTION ONLY. ALL SPOT ELEVATIONS ARE ESTIMATES BASED ON SURVEY OF EXISTING CONDITIONS.
  - 2. ALL WALKWAYS & PATHS 2% MAXIMUM LONGITUDINAL SLOPE AND 2% MAXIMUM CROSS SLOPE.
  - 3. PAVING TO BE GRADED 2% MAX AWAY FROM BUILDINGS, TYP.
  - 4. SITE GRADING TO CONFORM TO EXISTING CONDITIONS ALONG SOUTHERN EDGE OF HEITCH-HETICHY EASEMENT.

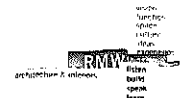
**GRADING LEGEND**

	SPOT ELEVATION
	DIRECTION OF SLOPE
	PLANTED AREA
	HARDSCAPE
	STORMWATER TREATMENT AREA DES. CIVIL

SITE GRADING TO CONFORM TO EXISTING CONDITIONS ALONG SOUTHERN EDGE OF HEITCH-HETICHY EASEMENT, TYP.







**GREENROOF PLANT LIST\***

ABBREVIATION	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	HEIGHT	SPREAD	CALIBER	QTY	SPACING
<b>SEDUM CARPET MIX</b>									
		SEDUM ACRE 'ELEGANS'	GOLD MOSS 'ELEGANS'						
		SEDUM ALBUM	WHITE STONECROP						
		SEDUM ALBUM 'CHLOROTICUM'	WHITE STONECROP 'CHLOROTICUM'						
		SEDUM GA 'SPHYLLUM'	STONECROP						
		SEDUM FLACOMMANUM	ORANGE STONECROP						
		SEDUM FLORIFERUM	GOLD STONECROP						
		SEDUM HYBRIDUM 'MAJORELUNDEN'	STONECROP 'HYBRID 'MAJORELUNDEN'						
		SEDUM KAMTSCHATICUM	ORANGE STONECROP						
		SEDUM SPURSUM 'WHITE FORM'	TWOROW STONECROP						
<b>PERENNIAL PLUGS</b>									
		CRASSULA SCHMIDTII	CRASSULA						8" O.C.
		DELODPERMA 'NEGA VERDE'	ICE PLANT 'NEGA VERDE'						8" O.C.
		DELODPERMA BASUTICUM	ICE PLANT						8" O.C.
		EUPHORBIA MYRSINITES	EUPHORBIA						8" O.C.
		LAMPRANTHUS PRODUCTUS	PURPLE ICE PLANT						8" O.C.

\* NOTE: GREENROOFS TO BE INSTALLED ON COMMONS BUILDINGS. SEE ARCHITECTURE

**INFILTRATION BASIN PLANT LIST**

ABBREVIATION	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	HEIGHT	SPREAD	CALIBER	QTY	SPACING
<b>GRASSES</b>									
		CAREX BARBERAE	SANTA BARBARA SEDGE						
		CAREX TUCKERIANA	BERKELEY SEDGE						
		DISTICHLIS SPICATA	SALTGRASS						
		JURGULIS PATENS	COMMON RUSH						

NOTES:  
 THE PLANTS LISTED HAVE BEEN IDENTIFIED AS TOP FRUIT OF RECYCLED WATER BY ONE OR MORE OF THE SOURCES BELOW. LOCAL CONDITIONS MAY REQUIRE SOME MODIFICATION TO THIS LIST.

- Recycled Water for Trees & Plants. Denver Water, 2005
- Plant List. Hortscope. Vol #10. First/John Merritt & University of California Cooperative Extension. March 1996
- Recycled Water Use in the Landscape. California Dept of Water Resources
- Landscape Water Plant List. Reach For Water Recycling
- City of Santa Clara Approved Annual Plant List
- Waterwise.com

100 Pine Street  
 San Francisco, CA 94111  
 Tel: 415.771.8800  
 Fax: 415.778.2719  
 www.ryma.org

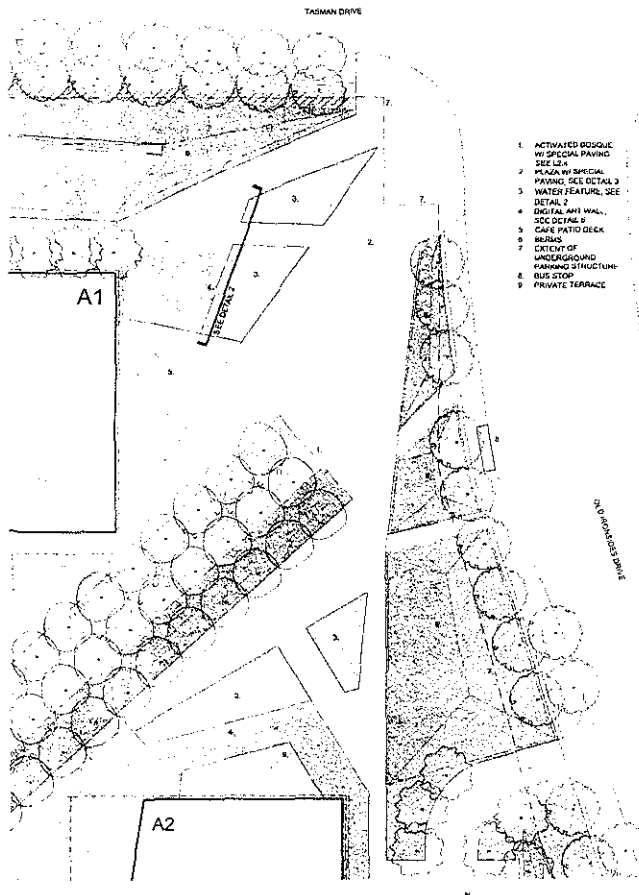
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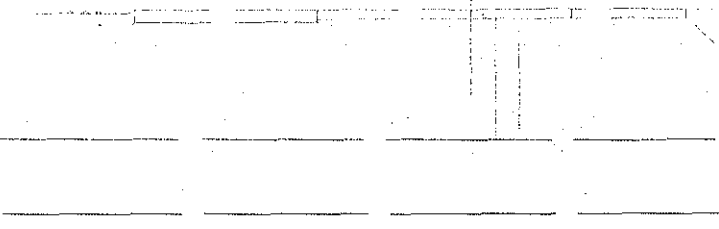
100 Pine Street  
 San Francisco, CA 94111  
 Tel: 415.771.8800  
 Fax: 415.778.2719  
 www.ryma.org

PLANT LIST



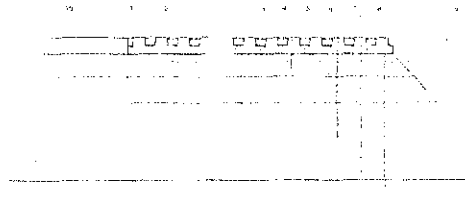
1. ACTIVATED BOSSQUE
2. PEASIA W/ SPECIAL PAVING, SEE DETAIL 3
3. WATER FEATURE, SEE DETAIL 4
4. DIGITAL ART WALL, SEE DETAIL 5
5. CAFE PATIO DECK
6. TERRACE
7. EXTENT OF UNDERGROUND PARKING STRUCTURE
8. BUS STOP
9. PRIVATE TERRACE

**1 YAHOO! PLAZA ENLARGED PLAN**  
SCALE: 1" = 10'-0"



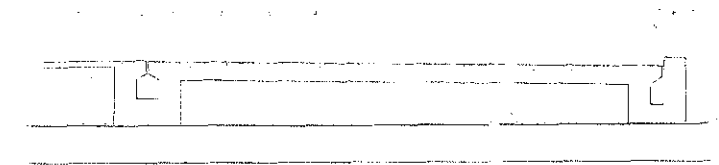
**3 PAVING, TYP. (POURED-IN-PLACE CONCRETE & SPECIAL PAVERS)**  
SCALE: 1" = 1'-0"

1. 2" CONCRETE
2. 2" GRANITE FILL, W/ POLYURETHANE DOWNSHAFT
3. 2" GRANITE DRAINAGE LAYER
4. GRANITE FILL, W/ POLYURETHANE DOWNSHAFT
5. 1" POLYURETHANE DOWNSHAFT
6. 1" GRANITE FILL
7. 1" GRANITE FILL
8. 1" GRANITE FILL
9. 1" GRANITE FILL



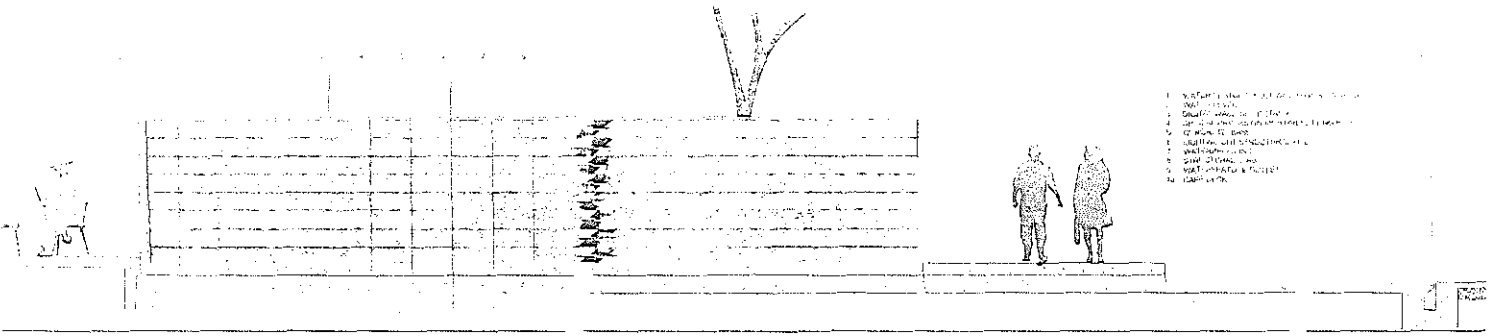
**4 PERMEABLE PAVING, TYP.**  
SCALE: 1" = 1'-0"

1. 2" PERMEABLE PAVING, 1" W/ 1/2" SAND
2. 2" PERMEABLE PAVING, 1" W/ 1/2" SAND
3. 2" PERMEABLE PAVING, 1" W/ 1/2" SAND
4. 2" PERMEABLE PAVING, 1" W/ 1/2" SAND
5. 2" PERMEABLE PAVING, 1" W/ 1/2" SAND
6. 2" PERMEABLE PAVING, 1" W/ 1/2" SAND
7. 2" PERMEABLE PAVING, 1" W/ 1/2" SAND
8. 2" PERMEABLE PAVING, 1" W/ 1/2" SAND
9. 2" PERMEABLE PAVING, 1" W/ 1/2" SAND



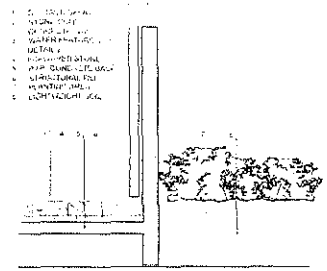
**5 CENTRAL PLAZA WATER FEATURES**  
SCALE: 1/2" = 1'-0"

1. 2" CONCRETE
2. 2" GRANITE FILL, W/ POLYURETHANE DOWNSHAFT
3. 2" GRANITE DRAINAGE LAYER
4. GRANITE FILL, W/ POLYURETHANE DOWNSHAFT
5. 1" POLYURETHANE DOWNSHAFT
6. 1" GRANITE FILL
7. 1" GRANITE FILL
8. 1" GRANITE FILL
9. 1" GRANITE FILL



**2 YAHOO! PLAZA WATER FEATURE**  
SCALE: 1/2" = 1'-0"

1. 2" CONCRETE
2. 2" GRANITE FILL, W/ POLYURETHANE DOWNSHAFT
3. 2" GRANITE DRAINAGE LAYER
4. GRANITE FILL, W/ POLYURETHANE DOWNSHAFT
5. 1" POLYURETHANE DOWNSHAFT
6. 1" GRANITE FILL
7. 1" GRANITE FILL
8. 1" GRANITE FILL
9. 1" GRANITE FILL

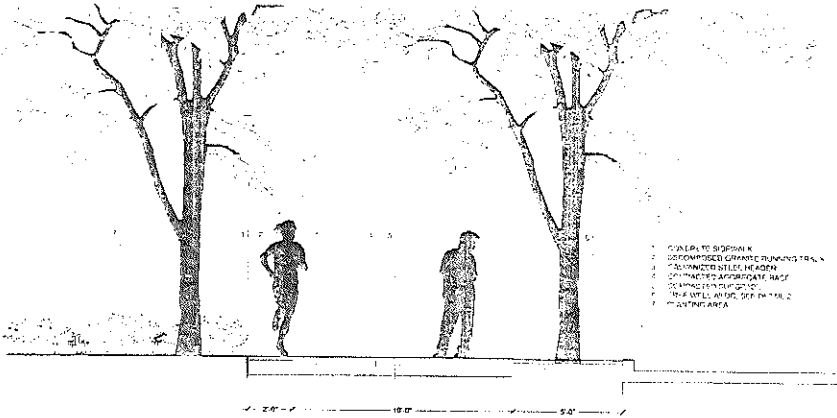


**6 DIGITAL WALLS**  
SCALE: 1/2" = 1'-0"

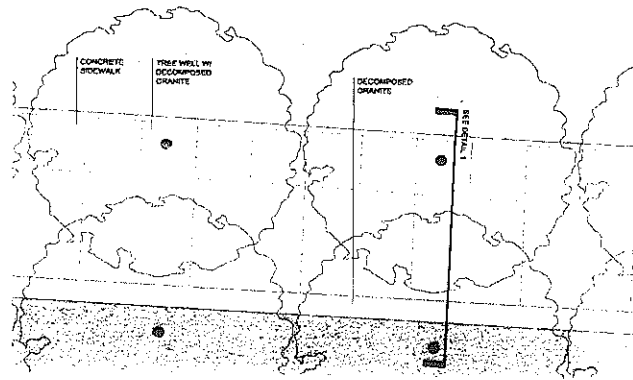
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 FAX: 415 775 8276  
 WWW.RHAA.COM

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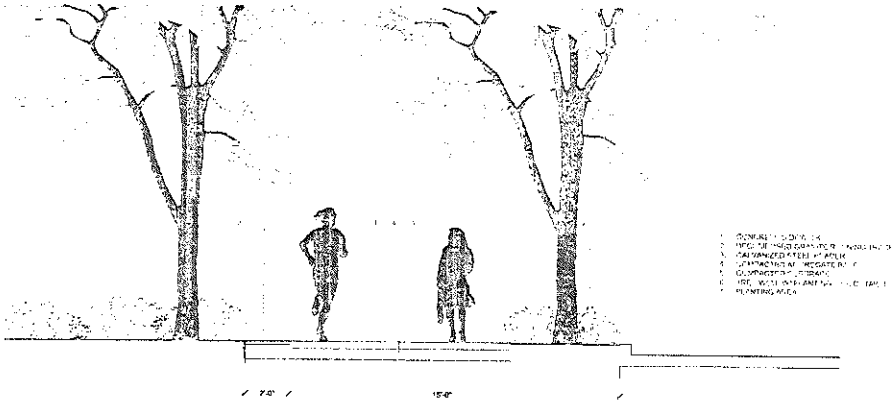
NO.	DESCRIPTION	DATE
1	CONCEPT DESIGN	01/01/04
2	SCHEMATIC DESIGN	02/01/04
3	PRELIMINARY DESIGN	03/01/04
4	FINAL DESIGN	04/01/04
5	CONSTRUCTION DOCUMENTS	05/01/04



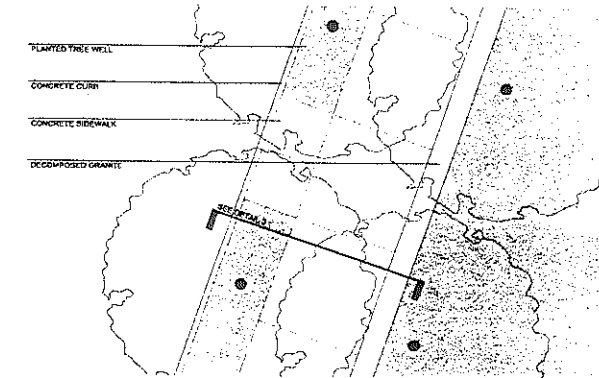
1 PERIMETER PATH - TASMAN DRIVE  
SCALE 1/8" = 1'-0"



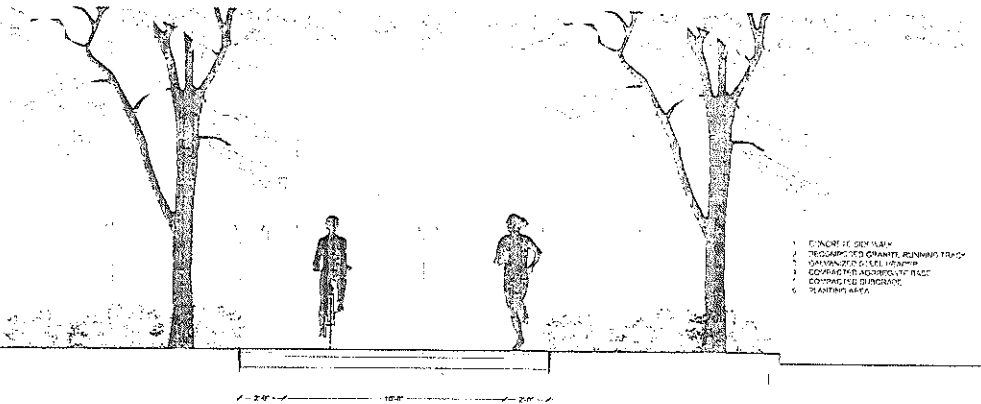
2 PERIMETER PATH BLOW UP PLAN- TASMAN DRIVE  
SCALE 1/4" = 1'-0"



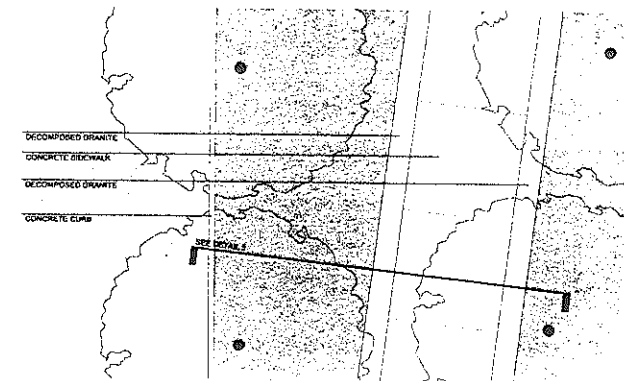
3 PERIMETER PATH - OLD IRONSIDE & PATRICK HENRY DR.  
SCALE 1/8" = 1'-0"



4 PERIMETER PATH BLOW UP PLAN- OLD IRONSIDE & PATRICK HENRY DR.  
SCALE 1/4" = 1'-0"

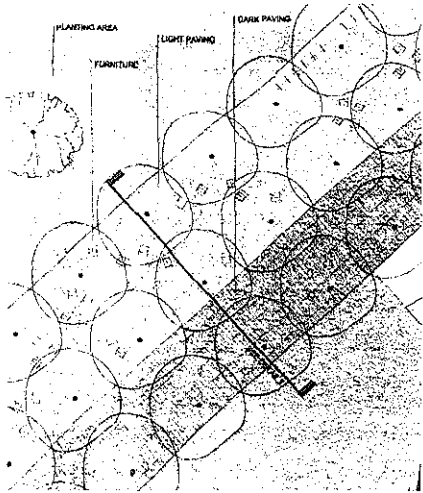


5 PERIMETER PATH - OLD IRONSIDE & PATRICK HENRY DR.  
SCALE 1/8" = 1'-0"

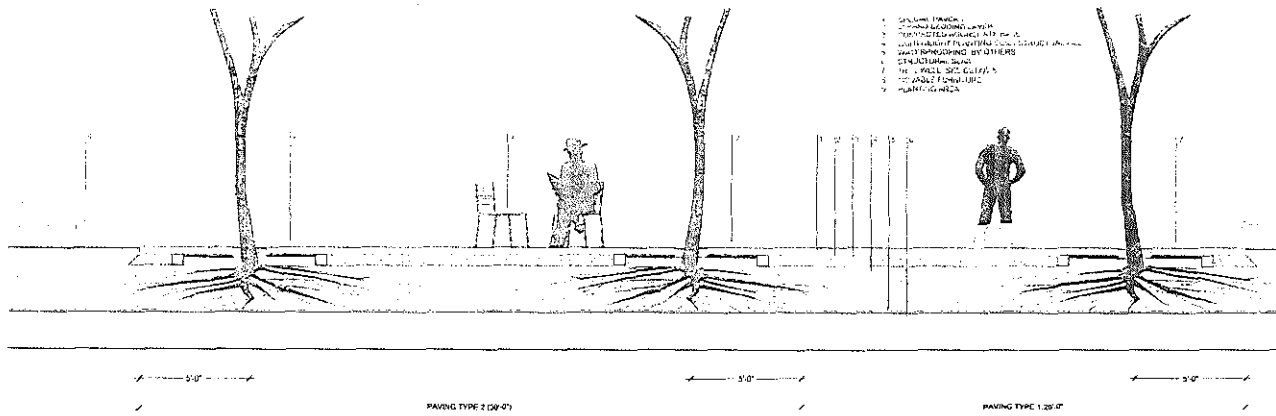


6 PERIMETER PATH BLOW UP PLAN- OLD IRONSIDE & PATRICK HENRY DR.  
SCALE 1/4" = 1'-0"

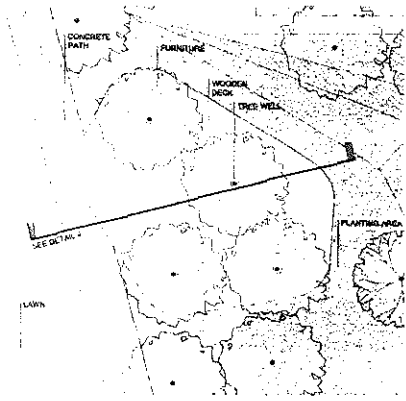




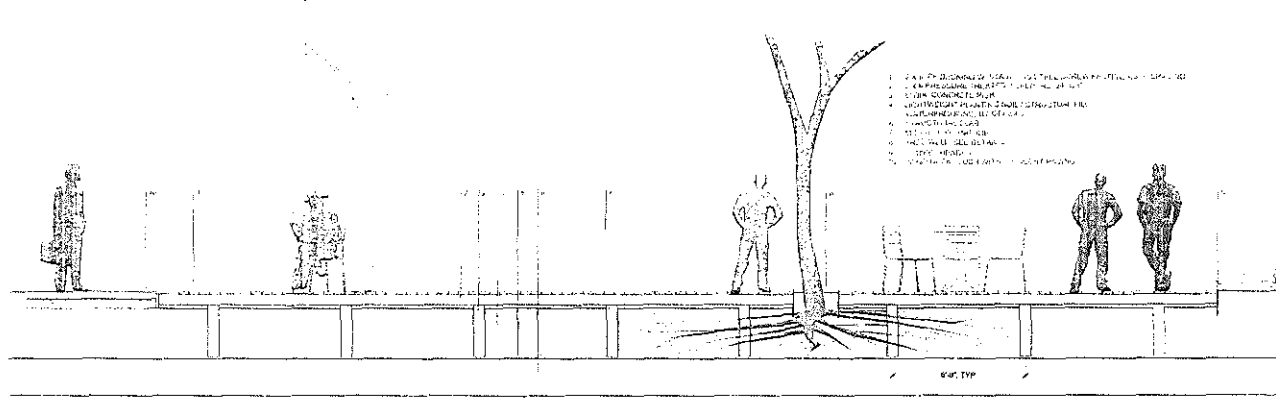
1 BOSQUE PLAN  
SCALE 1" = 10'-0"



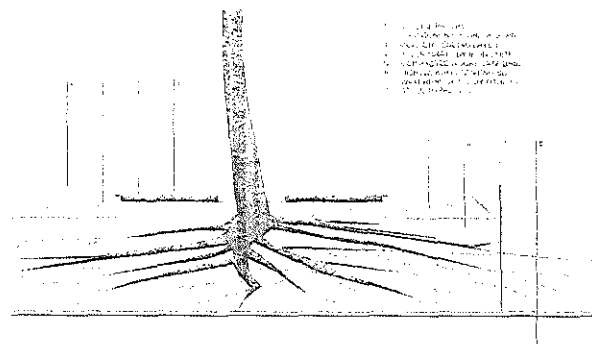
2 BOSQUE SECTION  
SCALE 1/2" = 1'-0"



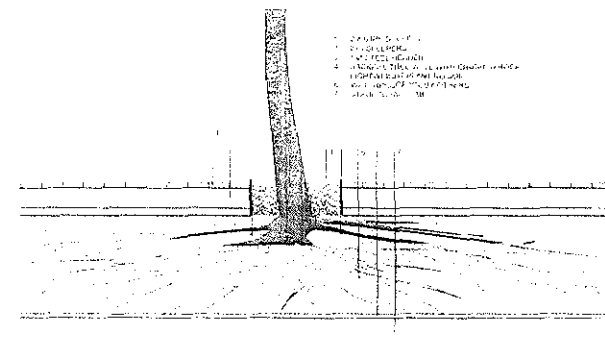
3 PATIO DECK PLAN  
SCALE 1" = 10'-0"



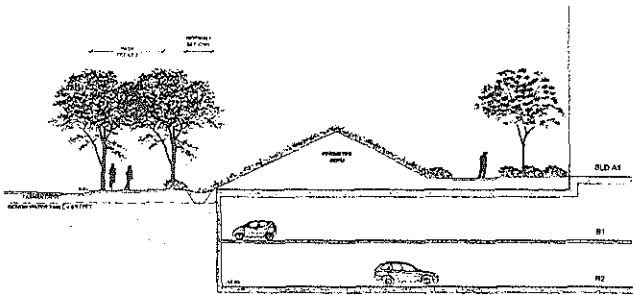
4 PATIO DECK SECTION  
SCALE 1/2" = 1'-0"



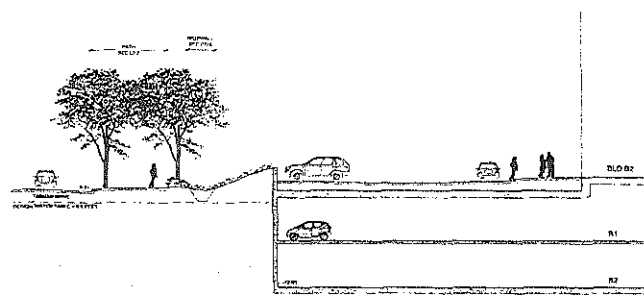
5 BOSQUE TREE WELL  
SCALE 1" = 10'-0"



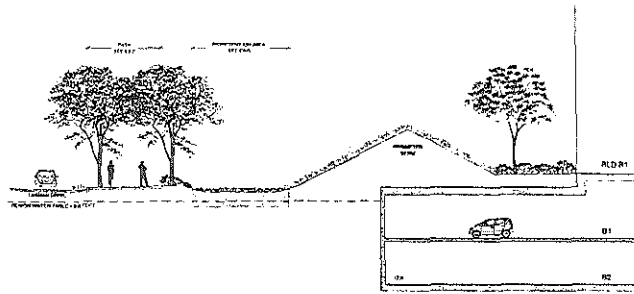
6 PATIO DECK TREE WELL  
SCALE 3/8" = 1'-0"



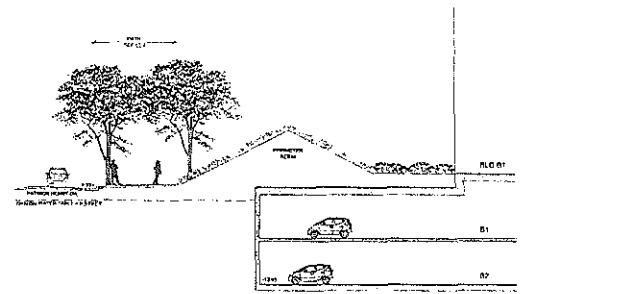
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SCALE 1"=10'-0"



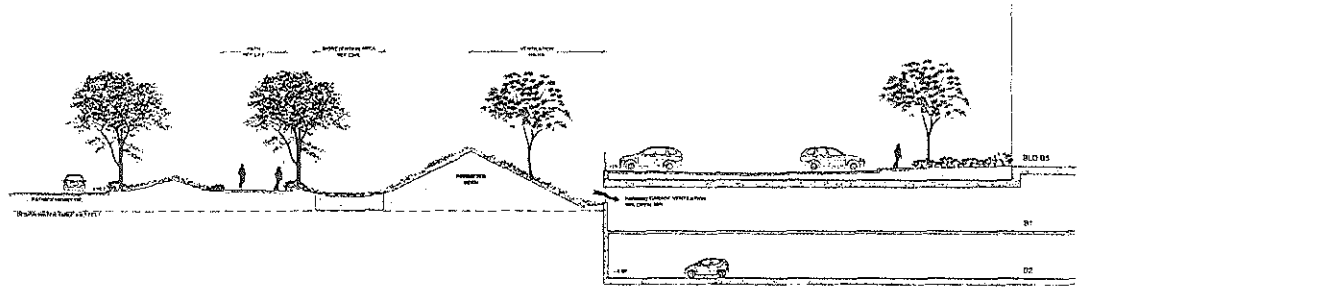
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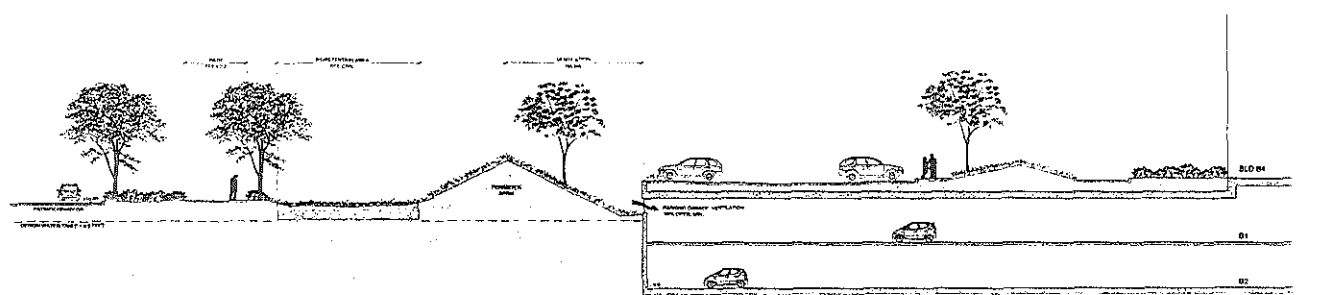
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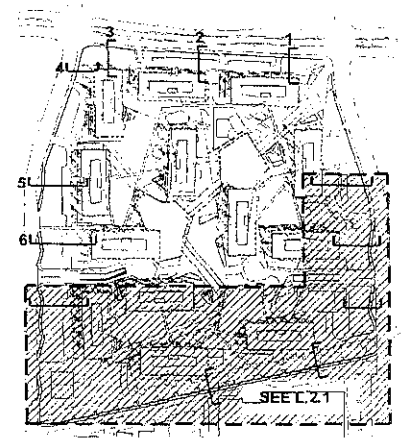
4 PERIMETER SECTION 4  
SCALE 1"=10'-0"



5 PERIMETER SECTION 5  
SCALE 1"=10'-0"



6 PERIMETER SECTION 6  
SCALE 1"=10'-0"

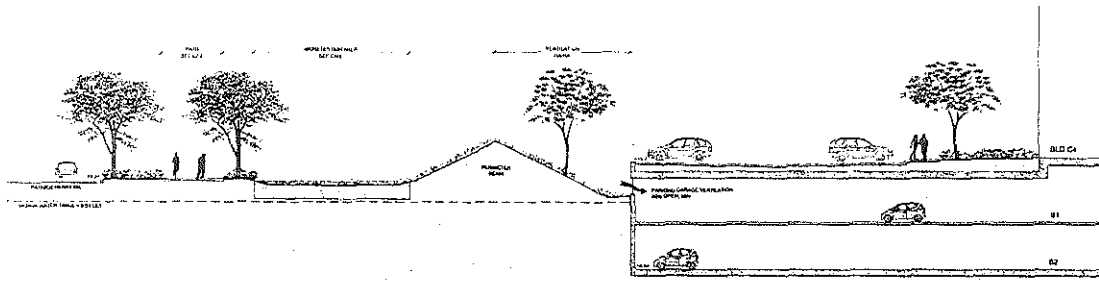


SECTION KEY  
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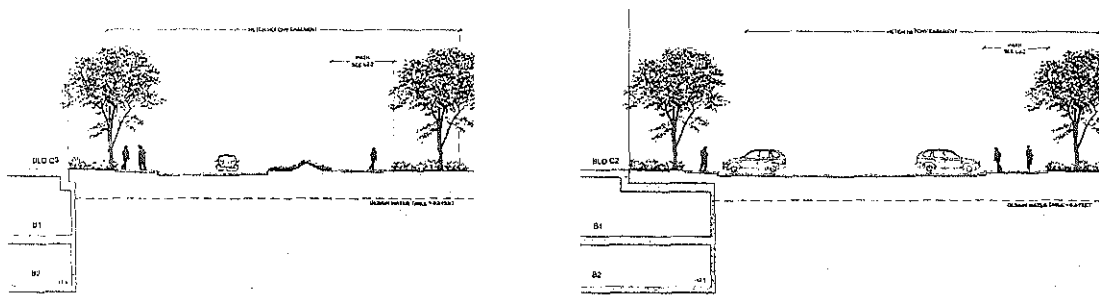
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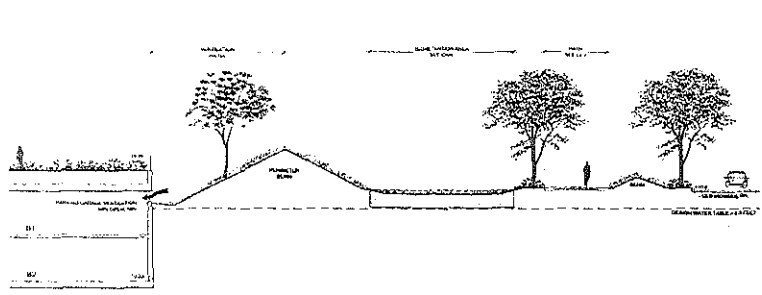


7 PERIMETER SECTION 7  
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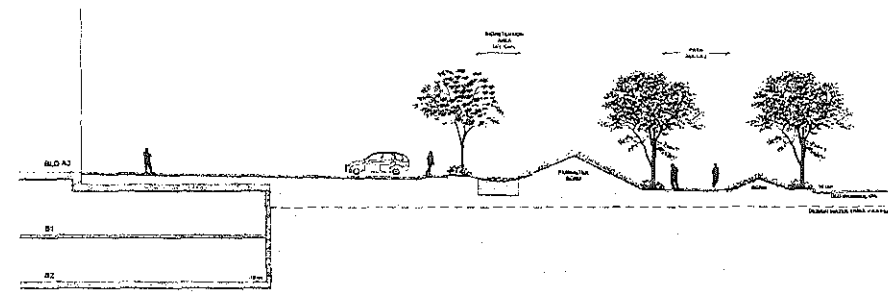


8 PERIMETER SECTION 8  
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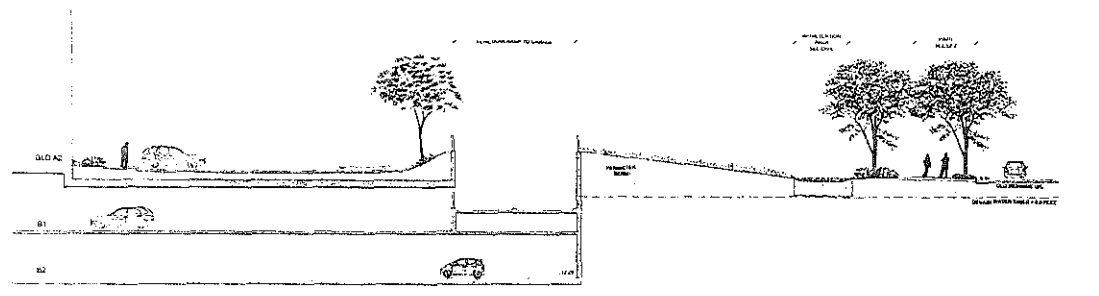
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SCALE 1/8"=1'-0"



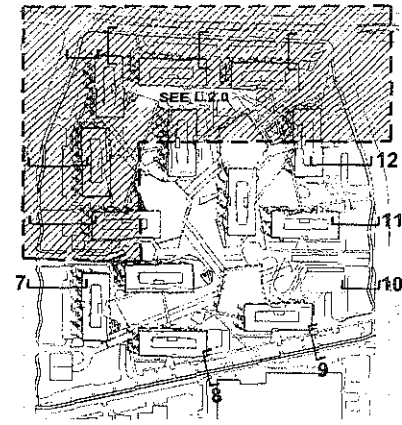
10 PERIMETER SECTION 10  
SCALE 1/8"=1'-0"



11 PERIMETER SECTION 11  
SCALE 1/8"=1'-0"




12 PERIMETER SECTION 12  
SCALE 1/8"=1'-0"



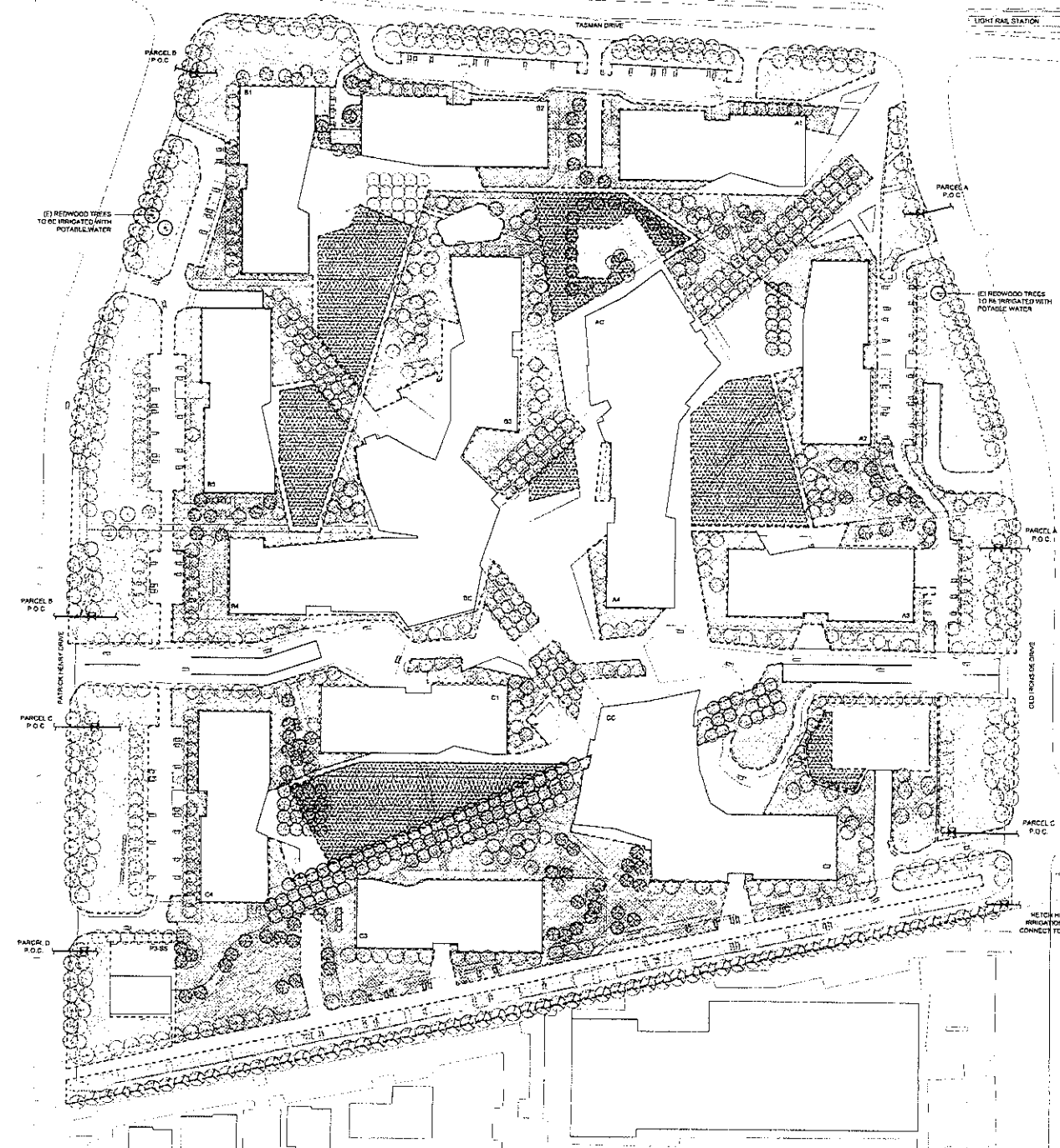
SECTION KEY  
SCALE 1/8"=1'-0"

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PLANS & SECTIONS  
 PERIMETER SECTIONS



**Irrigation Description**  
 Each of the three parcels on this site will have an independent irrigation system. The irrigation systems will consist of the following types of irrigation methods and equipment complying with all rules and regulations of the City of Santa Clara and Santa Rita Water Recycling (SRWR):

- Turf/Lawn areas will consist of pop-up spring irrigation. Lawn areas typically greater than 10 feet in width will consist of pop-up rotary sprinklers. Areas typically less than 10 feet in width will use subsurface emitter drip systems.
- Low flow shrub/grass/groundcover areas will consist of pop-up soaker irrigation. Areas less than 10 feet in width will use subsurface emitter drip systems or point source drip emitter.
- Large shrub/groundcover off-line subsurface emitter drip emitters, point source drip emitter or bubbler.

- Irrigation Notes**
1. Meters to be connected to SRWR's recycled water and all piping shall be selected per SRWR requirements.
  2. Recycled water lines and potable water lines will maintain SRWR separation requirements. The controller will be addressed using an ET weather based controller by WeatherTRAK. The controller receives ET weather based information from a local weather station via a wiring system and automatically adjusts the irrigation system run times accordingly. An autotune function shall be provided. In turn off irrigation systems during rain when ET controller has not received an update in time to adjust irrigation system.
  3. Covered overhead PVC mainline piping 2" and larger shall be Class 115 PVC (or greater). Consistent overhead PVC mainline piping 1" to 2" and smaller shall be Schedule 40 (or greater). Intermittent pressure PVC (airbed piping shall be schedule 40 Class 200 PVC (or greater).
  4. Bubbler, Pop-up spring and rotor heads will be provided by Toro (or approved equal).
  5. Controller meter rim risers will be provided by Harsco (or approved equal) and bonded appropriately at below grade.
  6. Flush faucet meters will be provided by Toro (or approved equal). Flush PVC piping shall be provided a minimum 8" below grade with a restriction fitting to plants not exceeding 2 feet in length.
  7. Outdoor seating areas to be protected from emergency or control with recycled water. Drip irrigation systems to be used in within 50 feet radius of all outdoor seating areas.

**LEGEND**

	2" Recycled Water Irrigation Meter
	2" Recycled Water Mainline
	Perimeter Irrigation Zone
	Interior Irrigation Zone
	Turf/Lawn Irrigation Zone

SCALE: 1" = 60'-0"  
 0 30 60 120 180

**DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF SANTA CLARA,  
a chartered California municipal corporation,  
AND  
YAHOO!, INC.**

**EXHIBIT "COA-Z"**

**(CONDITIONS OF APPROVAL)**

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## **PROJECT CONDITIONS OF APPROVAL**

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following conditions of approval are recommended:

### **GENERAL**

1. Comply with all applicable codes, regulations, ordinances and resolutions.
2. If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.

### **ENGINEERING**

3. Obtain site clearance through Engineering Department prior to issuance of building permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Ramon Santos at (408) 615-3042 for further information.
4. All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors, it shall be included within a **Single Encroachment Permit** as required per phase and approved by the City Engineer. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.
5. Prior to the issuance of building permits for Phase I, obtain Council approval of a resolution ordering vacation of easement(s) proposed to be abandoned, through Engineering Department.
6. Obtain Council approval of a resolution ordering vacation of Democracy Way street right-of-way, through Engineering Department, and pay all appropriate fees, prior to building permit issuance for Phase I of project development.
7. A Final Map must be approved by City staff and recorded for each phase of development by developer prior to building permit issuance for each respective phase of project development.
8. Developer shall complete the relocation of utilities within Democracy Way prior to Council approval of a resolution ordering the vacation of Democracy Way street right-of-way and prior to recordation of the Final Map for Phase I of project development.
9. Prior to issuance of building permit for Phase I, pay appropriate fee through Engineering Department to initiate the processing of a Grant Deed for dedication of Parcel "D" to the City.
10. Dedicate street right-of-way on Patrick Henry Drive for bus duckout and construct, pad and bus stop improvements in accordance with VTA requirements prior to issuance of building permits for Phase II of project development.
11. The grading plans shall include the overland release for the 100-year storm events and any localized flooding areas. System improvements, if needed, will be at developer's expense.
12. The SSHM output does not guarantee or in any way reserve or hold SS conveyance capacity until developer has Final Approval for the project. For purposes of this condition, "Final Approval" shall mean the final vote of the City Council necessary for all entitlements to be approved, unless a legal challenge is brought to the Council decisions, in which case the

Final Approval shall mean the final disposition of the legal challenge. Required improvements to the SS system per the SSHM output results are listed below:

- a) There is surcharging downstream of manhole S92-7 on Tasman Drive to the Tasman Lift Station and from manhole S93-38 on Old Ironsides Drive to manhole S93-24 on Tasman Drive. The segment of pipe downstream of manhole S93-24 must be upsized from 12" to 15" pipe to eliminate the surcharging.
  - b) The Tasman Lift Station needs to be upsized to increase the existing capacity from 1.46 mgd to 1.61 mgd to meet the new peak flow with additional discharge from the proposed development.
  - c) The 12" pipe upstream of manhole S93-24 to Patrick Henry Drive is reaching maximum capacity at  $d/D=0.73$  (the maximum City's design criteria is  $d/D=0.75$ ). This upstream pipe may need to be upsized to a 15". This will be determined during the detail design of the new system.
13. Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.
  14. Unused driveways in the public right-of-way shall be replaced with City standard curb, gutter, and sidewalk.
  15. Visual obstructions over three feet in height will not be allowed within the driver's sight triangle near driveways and corners in order to allow an unobstructed view of oncoming traffic. Contact Traffic Engineering at (408) 615-3000 for further information.
  16. Only driveway at Old Ironsides/Old Glory Lane can be intersection curb return style. All others should be City commercial type standards. Any proposed non-standard driveway will require approval of the City Engineer and the developer's execution of an agreement to maintain the driveway.
  17. Install standard five-foot wide sidewalk (including curb width) in the public right-of-way along property's frontages. A five-foot wide meandering sidewalk within an appropriate sidewalk easement is acceptable to the City. Increase width of existing five-foot sidewalk in Hetch Hetchy right-of-way fronting Old Ironsides Drive to a minimum of 12 feet; may increase width up to 15 feet maximum.
  18. Replace existing curb ramps at intersections along project frontages on Tasman Drive, Patrick Henry Drive, and Old Ironsides Drive with current City/ADA ramp standards.
  19. Remove mid-block crosswalks on Patrick Henry Drive, crosswalks at Patrick Henry Drive/Democracy Way and Democracy Way/ Old Ironsides Drive including striping, signs, legends and curb ramps.
  20. Relocate existing VTA bus stops that affected by the proposed site access. Construct bus pads and bus shelters in accordance with VTA requirements. Show locations of bus duckouts on site plan. Contact VTA for further information.
  21. Reconstruct traffic signals at Great America Parkway/Patrick Henry Drive, Tasman Drive/Patrick Henry Drive, and Tasman Drive/Old Ironsides Drive to current City standards. Will include replacement of underground conduits, conductors, substructure and control equipment.
  22. Construct additional northbound left turn lane at Old Ironsides Drive/Tasman Drive per TIA.



23. Construct additional northbound left turn lane at Great America Parkway/Patrick Henry Drive and restripe Patrick Henry Drive from Great America Parkway to Old Ironsides Drive to include second lane per TIA.
24. Construct second northbound left turn lane at Great America Parkway/Old Glory Lane and make necessary traffic signal modification such as added detection and new mast arm poles for northbound and southbound on Great America Parkway.
25. Widen the roadway along street frontage on south side of Tasman Drive for future bike lane.
26. Construct mitigations identified in TIA for project impacts at Great America Parkway/Patrick Henry Drive and Great America Parkway/Mission College Boulevard.
27. Lengthen westbound left turn pocket at Tasman Drive/Lawrence Expressway by 100 feet per TIA and develop traffic signal coordination timing to coordinate traffic signal at Tasman Drive/Lawrence Expressway with the traffic signal at Tasman Drive/Adobe Wells/Birchwood. Work with County of Santa Clara and City of Sunnyvale to obtain necessary approvals and permits for work.
28. Obtain approval from City and County of San Francisco to allow improvements and landscaping within Hetch Hetchy right-of-way.
29. Provide class I and class II bicycle parking per VTA Bicycle Technical Guidelines (minimum number):  
 Campus A: 111 class I and 38 class II – Make sure that campus A, B, C correspond to Phasing.  
 Campus B: 140 class I and 46 class II  
 Campus C: 111 class I and 38 class II

**ELECTRICAL**

30. Prior to Electrical Department approval, applicant shall submit a site plan showing all existing utilities, structures, easements and trees. Applicant shall also include a “Load Survey” form showing all current and proposed electric loads. A new customer with a load of 500KVA or greater will have to fill out a “Service Investigation Form” and submit this form to the Electric Planning Department for review by the Electric Planning Engineer. Silicon Valley Power will do exact design of required substructures after plans are submitted for building permits.
31. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210.
32. Electric service shall be underground. See Electric Department Rules and Regulations for available services.
33. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department standard UG-1000, latest version, and Santa Clara City Code chapter 17.15.050.
34. Underground service entrance conduits and conductors shall be “privately” owned, maintained, and installed per City Building Inspection Division Codes. Electric meters and main disconnects shall be installed per Silicon Valley Power Standard MS-G7, Rev. 2.
35. The developer shall grant to the City, without cost, all easements and/or right of way necessary for serving the property of the developer and for the installation of utilities (Santa Clara City Code chapter 17.15.110).

36. All electric meters and services disconnects shall be grouped at one location, outside of the building or in a utility room accessible directly from the outside. A double hasp locking arrangement shall be provided on the main switchboard door(s).
37. Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed.
38. Prior to issuance of building permit for Phase I if transformer pads are required, City Electric Department requires an area of 17' x 16'2", which is clear of all utilities, trees, walls, etc. This area includes a 5'0" area away from the actual transformer pad. This area in front of the transformer may be reduced from an 8'0" apron to a 3'0", providing the apron is back of a 5'0" minimum wide sidewalk. Transformer pad must be a minimum of 10'0" from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck. Access to transformer pad to be provided as shown on Site Development Application Drawings dated October 10, 2009.
39. All trees, existing and proposed, shall be a minimum of five (5) feet from any existing or proposed Electric Department facilities. Existing trees in conflict will have to be removed.
40. Any relocation of existing electric facilities shall be at Developer's expense.
41. Electric Load Increase fees may be applicable.
42. The developer shall provide the City, in accordance with current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the City shall accept the work. Developer shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a customer to the electrical supply system of and by the City. After completion of the facilities installed by developer, the City shall furnish and install all cable, switches, street lighting poles, luminaries, transformers, meters, and other equipment that it deems necessary for the betterment of the system (Santa Clara City Code chapter 17.15.210 (2)).
43. Electrical improvements (including underground electrical conduits along frontage of properties) may be required if any single non-residential private improvement valued at \$200,000 or more or any series of non-residential private improvements made within a three-year period valued at \$200,000 or more (Santa Clara City Code Title 17 Appendix A (Table III)).
44. Non-Utility Generator equipment shall not operate in parallel with the electric utility, unless approved and reviewed by the Electric Engineering Division. All switching operations shall be "Open-Transition-Mode", unless specifically authorized by SVP Electric Engineering Division. A Generating Facility Interconnection Application must be submitted with building permit plans. Review process may take several months depending on size and type of generator. No interconnection of a generation facility with SVP is allowed without written authorization from SVP Electric Engineering Division.
45. Applicant is advised to remain in contact with CSC Electric Department (SVP) to obtain specific electric utility design and construction requirements for all new and relocated on-site SVP facilities.

46. Any encroachments of proposed structures and improvements into electric easements and right-of-ways will require approval from SVP.
47. SVP will require 24/7 access to the substation for large vehicles with 36-foot inside turning radius, as shown on Site Development Application Drawings dated October 10, 2009.

#### WATER

48. Dual plumbing may be required to implement domestic usage of recycled water for this development.
49. All on-site fire hydrants shall be part of a private system.
50. In accordance with the Revised Sewer Lateral Replacement Policy, approved by Council on 09-18-90, the developer may be required to replace the lateral if the lateral is substandard in capacity or construction and the proposed non-residential development is \$200,000 or more in building permit valuation. The developer is advised to verify elevation of existing lateral to ensure that adequate slope and depth are available to serve new development. The existing lateral must be adequate to serve the expected life and projected effluent of the new development. Sewer lateral size shall be 6-inch minimum, except 4-inch minimum is acceptable for residential serving four units or less. If requested by the developer, the City Sewer Utility may inspect the existing sewer lateral to determine the condition of the lateral, at the developer's expense.
51. All landscaping and irrigation systems shall meet water conservation requirements as per City's Rules and Regulations for Water Service (Resolution 6390).
52. Backflow prevention is required on any required fire service connection at the developer's expense.
53. All on-site water distribution facilities shall be private and shall be maintained by owner. Water needs shall be served by individual meter(s) at the public street right-of-way.
54. It shall be the responsibility of the owner/developer to determine if there are any water wells on the property. Unless the continued use of such well or wells is specifically permitted under City Code, and such well or wells can be demonstrated to meet all applicable sanitary standards and absent of contamination, the well or wells shall be sealed in accordance with the Standards promulgated by Santa Clara Valley Water District. A copy of the Destruction Permit issued by District, indicating that the well(s) have been properly sealed, shall be submitted to City as evidence thereof.
55. Developer is advised that building height may require pumping to maintain adequate pressure for fire and domestic water.
56. Water and sewer service shall be independent; said property shall not be connected to lines from the adjacent properties unless approved by the City Building Official.
57. All sanitary sewer lateral(s), either proposed or existing, shall be equipped with a clean-out at the property line.
58. Landscape irrigation water shall be provided by a separate water service(s). Irrigation system shall be designed and constructed in compliance with City's Rules and Regulations for recycled water use.
59. Landscape irrigation water needs shall be provided by the City's recycled water system. Developer must submit landscape irrigation plans with utility plans to Water Department for review and for City issued recycled water use license. The irrigation plans must show all existing and proposed potable water piping. Developer must secure recycled water use license before Building Department issues a building permit for Phase I of the project.

60. Decorative water features such as fountains and ponds shall be designed and constructed to include provisions for operating the system without City potable water supply. All decorative water features shall be capable of being physically disconnected from source of potable water supply during City declared water conservation periods. Decorative water features may be permanently connected to City recycling water supply.
61. All trees, existing and proposed, must maintain minimum of ten (10) feet from any existing or proposed Water and Sewer Department facilities. If a City-approved Tree Root Barrier (TRB) is used, the TRB must be a minimum of five feet from existing and proposed Water and Sewer Department facilities, with the tree behind the TRB. Existing trees that conflict must be removed by developer.
62. Any relocation of existing Water Department facilities shall be at Developer's expense.

#### **FIRE**

63. Approved fire apparatus access roads shall have a minimum 20-foot width, have a minimum 13 ½-foot vertical clearances, and have a minimum 36-foot inside turning radius, as shown on the Site Development Application Drawings dated October 10, 2009.
64. Approved fire apparatus access roads (public/private) shall be established and maintained to within 150 feet of all exterior walls of any building and up to 300 feet where indicated on the Site Development Application Drawings dated October 10, 2009.
65. State the occupancy classification on all plans in accordance with the 2007 California Building Code for each building or areas.
66. Dead-end fire apparatus access roads that exceed 150-feet in length shall be provided with a 75-foot diameter vehicle turnaround or an approved hammerhead turnaround (incorporating the minimum 36-foot inside turning radius), as shown on Site Development Application Drawings dated October 10, 2009.
67. In new buildings, or buildings expanded by more than 20 percent, or buildings in which a change in occupancy classification occurs where adequate interior emergency radio communication is not possible, a system or equipment that will provide emergency radio coverage acceptable to the Fire Code Official shall be installed (2007 SCMFEC 511.1).
68. Private fire hydrants and mains capable of supplying the required fire flow shall be installed when any portion of the building protected is in excess of 150 feet from a water supply, as measured by an approved route around the exterior of the facility or building. On-site fire hydrants and mains capable of supplying the required fire flow shall be provided. Fire flow for hydrants shall be in accordance with Appendix B and C of the 2007 CFC. Show all existing and proposed on-site and city fire hydrants on the site plan at time of Building Permit application.
69. When underground fire service mains are required, submit separate plans, fees and fire flow calculations to the Fire Department for separate review and permit. Each parcel or building may require separate fire service. (NOTE: Stamped and wet signed Civil drawings shall be submitted in conjunction with shop quality drawings by the installing "A" or "C-16" licensed contractor).
70. Any development providing any combination of six (6) or more fire hydrants, fire sprinkler or standpipe services, shall not be served by a dead end water main, but rather served by a looped service with two separate feeds containing fire department connections (FDCs), post indicator valves (PIVs) and private fire hydrants. The FDC and PIV shall be located on the street fronting each building. The FDC shall not supplement, charge, or pressurize

- the private fire service main, but only the building's sprinkler/standpipe/wharf hydrant system it serves. The FDC shall be located within 50 feet of a fire hydrant, plus on the same side of the road as the fire hydrant(s).
71. In private underground piping systems, any dead end pipe, which supplies both sprinkler and hydrants, shall be not less than eight (8) inches in diameter.
  72. An automatic fire sprinkler system is required for all new buildings that have a gross floor area in excess of 3,600 square feet or that are three or more stories in height (2007 SCMFEC 903.2).
  73. An automatic fire sprinkler system shall be provided for all buildings in accordance with the Uniform Building Code based on occupancy classification/square footage/building construction material. A fire alarm system shall be provided in accordance with the Fire Code.

#### **POLICE**

74. The Developer shall provide a minimum illumination of one-foot candle in parking areas and in all common pedestrian or landscaped areas of the development, subject to adjustments by the Police Chief in consultation with Silicon Valley Power and Planning Department as necessary for the project to meet LEED Certification, or equivalent, objectives. The illumination should be deployed in fixtures that are both weather and vandal resistant.
75. A Knox Box or Coded Entry System is required for Police access to enclosed parking lots and gated communities.
76. Landscaping shall be of the type and situated in locations to maximize visibility from the street while providing the desired degree of aesthetics. Security planting materials are encouraged along fence and property lines and under vulnerable windows.
77. Address numbers should be a minimum of twelve (12) inches in height for commercial or industrial buildings. The numbers shall be illuminated during hours of darkness, and in a color that is contrasting to the background material. They shall be clearly visible from the street. Where multiple business units or buildings occupy the same property, each unit/building address shall be clearly visible. A monument sign, preferably at all entrances to the property, shall be prominently displayed showing all unit/building numbers, addresses, etc. A map is recommended for large complexes with multiple streets or walkways.
78. The Developer shall meet the City's guidelines established for radio signal penetration, detailed in the Communications Department's Public Safety Radio System Building Penetration Guidelines. The intended use of telecommunications sites shall be clearly and accurately stated in the use permit. The signal, of whatever nature, of any communications facility or system, shall in no way whatsoever interfere with or affect any Police communication or Police communication system.
79. For each individual address (unit, suite, etc.) phone company records (specifically "911" dispatch) shall reflect the actual address the phone is located at.
80. Any required enclosure (trash area, utility equipment, etc.) if not see through, should be secured and monitored. Any gates or access doors to these enclosures should be locked.
81. Exterior stairs should be open style and well lit.

82. Exterior elevators should be see-through for maximum visibility. All elevators should be well lit and equipped with a security mirror to provide interior and exterior visibility prior to entry or exit.
83. In a development where there is an alley, driveway, etc. providing a rear entrance or access, the address shall be displayed to both the front and rear of the individual buildings. Where an alley, driveway, etc. provides vehicular access, address numbers shall be clearly visible from that access.
84. All business or commercial establishments, of whatever nature, should have a comprehensive internal security plan, tailored to the specific use. This should include, but not be limited to, employee security during working hours, after hours security, disaster preparation, etc. For retail uses, especially where cash is on hand, robbery and cash security protocols should be established. Applicants are encouraged to contact the Santa Clara Police Community Services Unit at (408) 615-4859 for assistance.
85. Public Safety Radio Systems Guidelines have been established by the City of Santa Clara Communications Department for radio signal penetration during emergencies. The developer is advised that the project may be required to install equipment for adequate radio coverage for the City of Santa Clara Radio Communications System, including but not limited to Police and Fire emergency services. The developer should contact the Director of Communications at (408) 615-5571.
86. There shall be positioned near the entrance an illustrative diagram of the complex, which shows the location of the viewer and unit designations within the complex including separate building designations. This diagram shall be illuminated and should be protected by vandal resistant covers.
87. The parking structure, including ramps, corners and entrances, should be illuminated at a minimum of five-foot candles at all hours.
88. The parking structure/site should be equipped with an emergency panic alarm system that reports to a central office. If more than one button is installed, they should be placed no more than 100 feet apart.
89. The parking structure/site should be equipped with emergency telephones.
90. All entrances to parking areas (surface, structure, sub-terranean, etc.) should be posted with appropriate signage to discourage trespassing, unauthorized parking, etc. (See California Vehicle Code Section 22658(a) for guidance).
91. All exterior doors should be adequately illuminated at all hours with their own light source.
92. The 'Parking Structure & Parking Lot Security' recommendations provided to applicant should be considered, with applicable provisions implemented.
93. All business or commercial establishments, of whatever nature, should have an electronic intruder alarm system installed. The system should cover the interior and perimeter of structures determined to be a value target. Also, consideration should be given to exterior areas that are or contain value targets, such as a product display lot, company vehicle parking area, etc.
94. When there is an alley or driveway to the rear of a business or commercial establishment that provides pedestrian or vehicle access, that area should be fenced and locked after hours. A "Knox Box" or similar system should be used for Police and Fire emergency access.

## STREET

95. Identified existing mature trees to be maintained. Prepare a tree protection plan for review and approval by the City prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site.
96. Applicant is advised to contact Street Department to obtain required tree removal permits in the event street trees in the public right-of-way are removed are removed. Please contact John Mendoza at 408-615-3080 to facilitate plan review.
97. Prior to issuance of any building, grading, or demolition permit, applicant shall obtain City approval of a site plan showing all existing trees (including size and species), proposed trees (including size and species), existing stormwater drainage facilities, proposed storm water drainage facilities, proposed locations of solid waste containers and, if applicable, a statement on the site plan confirming compliance with Fire Department approved fire apparatus access roads (1998 CFC 902.2.2.1 & 902.2.2.3).
98. Applicant to comply with City Code Section 8.25.285 and recycle or divert at least fifty percent (50%) of materials generated for discards by the project during demolition and construction activities. No building, demolition or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. After completion of project, applicant shall submit a construction and demolition debris recycling report as stipulated by ordinance, or be subject to monetary, civil, and/or criminal penalties.
99. Incorporate Best Management Practices (BMPs) into construction plans and incorporate post construction water runoff measures into project plans in accordance with the City's Urban Runoff Pollution Prevention Program standards prior to the issuance of permits. Proposed BMPs shall be submitted to and thereafter reviewed and approved by the Planning Division and the Building Inspection Division for incorporation into construction drawings and specifications.
100. The project shall incorporate C3 measures into grading and site design. Identify C3 measures and provide C3 calculations. A Maintenance Agreement for post-construction maintenance of C3 devices/measures shall be required and recorded prior to issuance of building permits.
101. An erosion control plan shall be prepared and copies provided to the Planning Division and to the Building Inspection Division for review and approval prior to the issuance of grading permits or building permits that involve substantial disturbance of substantial ground area.
102. Obtain required permits and inspections from the Building Official and comply with the conditions thereof. If this project involves land area of 15,000 square feet or more, the developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A storm water pollution prevention plan is also required with the NOI.
103. All proposed stormwater treatment vaults shall have a hydrodynamic separator upstream of their installation.
104. All proposed stormwater treatment vaults shall have internal treated distribution plumbing. No external folding racks are permitted.
105. Decorative water features such as fountains and ponds shall be designed and constructed to drain to sanitary sewer only. No discharges allowed to storm drain.

106. All landscaping and irrigation systems shall meet City standard specifications.
107. The Developer is to supply and install City street trees per City specifications, spacing, specie, and size (15 gallon minimum) to be determined by City Arborist.
108. No cutting of any part of City trees, including roots, shall be done without following city tree preservation specifications and securing approval and direct supervision from the City Arborist at 408-615-3080.
109. No cutting of any part of private trees, including roots, shall be done without direct supervision of a certified arborist (Certification of International Society of Arboriculture).
110. Applicant to comply with City Development Guidelines for Solid Waste Services as specified by development type.
111. Provide trash enclosure, the location and design of which shall be approved by the Director of Planning and Inspection prior to issuance of any building permits. The size and shape of the enclosure(s) must be adequate to serve the estimated solid waste and recycling needs and size of the structure, and should be designed and located on the property so as to allow ease of access by collection vehicles.

#### **PLANNING AND BUILDING INSPECTION**

112. Obtain required permits and inspections from the Building Official and comply with the conditions thereof. The developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A storm water pollution prevention plan is also required with the NOI.
113. Developer shall employ green building standards and materials in the site design and construction of the phased campus development project designed to meet USGBC LEED gold standards, or equivalent for new construction.
114. Submit plans for final architectural review to the Planning Division and obtain architectural approval prior to issuance of building permits. Include color palette and materials board.
115. Submit complete landscape plans, including irrigation plan and composite utility and tree layout overlay plan, for Planning review and approval prior to the issuance of occupancy and or final building permits. The overlay plan is to show the location of all utilities, storm drains, catch basins, sewer mains, joint trenches, building footprints, driveways, walkways, and trees. Trees are required to be 10' from public water, storm and sewer facilities unless a City approved Tree Root Barrier (TRB) is used. If a City approved TRB is used the TRB must be a minimum of five feet from the public water, storm and sewer facility with the tree behind the TRB, and specified on the plan.
116. Landscape plan to include type and size of proposed trees. Type and size of tree replacement on project site shall be at the direction of the City Arborist and require Planning review and approval.
117. Type and location of street trees to be reviewed and approved by City Arborist. Coordinate with the Street Department and City Arborist for the type, location, installation and maintenance of street trees fronting the project site along the public right-of-way. Installation of root barriers and super-soil may be required with the installation of trees where electric, water and sewer utilities are in proximity.
118. Submit a lighting plan, including light fixture details, for Planning Department review and approval.



119. It shall be the developer's responsibility through his engineer to provide certification to certify that the drainage design for the subject property will prevent flood water intrusion in the event of a storm of 100-year return period. The developer's engineer shall verify that the site will be protected from off-site water intrusion by designing the on-site grading and storm water collection system using the 100-year hydraulic grade line elevation provided by the City's Engineering Department or the Federal Flood Insurance Rate Map, whichever is more restrictive. Said certification shall be submitted to the City Building Official prior to issuance of building permits.
120. The project will be required to comply with the City's Urban Runoff Pollution Prevention Program, including best management practice measures for construction and post-construction activity, including reducing runoff to public storm drain facilities from rooftops and paved surfaces.
121. Prior to the issuance of grading or building permit, the Developer shall provide to the Planning Division an Operations and Maintenance Agreement approved by the City for post-construction maintenance of C3 devices/measures.
122. The developer shall submit a truck hauling route for demolition, soil, debris and material removal, and construction to the Director of Planning and Inspection for review and approval prior to the issuance of demolition and building permits.
123. Construction activity not confined within a building shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and not permitted on Saturdays for projects within 500 feet of a residential use. Construction activity confined within a building shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 500 feet of a residential use. Construction activity shall not be allowed on recognized State and Federal holidays.
124. The project shall comply with the mitigation measures identified in the Environmental Impact Report for the Yahoo! Santa Clara Campus Project.
125. The project shall comply with the conditions set forth in the Development Agreement in effect between the City of Santa Clara and Yahoo! for the Yahoo! Santa Clara Campus Project.
126. The project shall be developed in accordance with the demolition and phasing plan (Exhibit "Phasing Plan") for the Yahoo! Santa Clara Campus Project. Existing trees on-site are to be retained and protected during demolition of the individual buildings on the project site. Existing trees, landscaping and site conditions are to be maintained and kept in good condition prior to the initiation of site development for each phase. Changes and alterations to the proposed landscaping and tree protection plans shall be subject to review and approval by the Director of Planning and Inspection, and City Arborist. A tree protection plan shall be included with drawings submitted for demolition, grading or other earthwork in the vicinity of existing trees on the site.
127. In accordance with the Phasing Plan for the Project Exhibit ("Phasing Plans"), within one year of the Effective Date, Developer shall demolish all buildings and improvements south of Democracy Way. At the time of Campus A building permit application, Developer shall demolish the two buildings located on the Campus A site. At the time of Campus B building permit application, Developer shall demolish the two buildings located on the Campus B site.
128. The developer shall submit a truck hauling route for demolition, soil, debris and material

- removal, and construction to the Director of Planning and Inspection for review and approval prior to issuance of any demolition or building permit.
129. For Local Traffic Fee, the Developer shall pay the sum of one dollar (\$1.00) per square foot of new building floor area payable to the City prior to the issuance of any Building Permits or Demolition Permits for that square footage. These Traffic Fees are non-refundable.
  130. For Regional Traffic Fee, the Developer shall pay the sum of one dollar (\$1.00) per square foot of new building floor area building payable to the City prior to the issuance of Building Permit for that square footage. These Traffic Fees are non-refundable.
  131. For Fair Share Traffic Fee, the Developer shall post a bond or letter of credit following execution of the Development Agreement and prior to issuance of Building Permits in the sum of Five Million Six Hundred Forty Six Thousand Two Hundred and Eighty One dollars (\$5,646,281.00) to the City for the Project's contribution to the intersection improvements identified in the EIR and allocated as shown in Exhibit "Fair Share". As specified in the Development Agreement, the bond or letter of credit will be subsequently reduced by the amount of the Regional Traffic Fee collected by the City for each Phase of the development. Fair Share fees paid by the Developer must be expended within five (5) years of receipt by the City of the initial bond or letter of credit toward improvements to the intersections identified for mitigation in the certified Environmental Impact Report for the Project, as shown in Exhibit "Fair Share" otherwise Developer's fair share obligation shall be null and void and returned to the Developer. The City may call the bond or letter of credit for an amount equal to the Developer's fair share, less applicable regional fees collected anytime following the approval of a contract associated with the identified improvements by the lead agency.
  132. Developer shall construct improvements along Tasman Drive, between Old Ironsides Drive and Patrick Henry Drive, within (5) five years of the Effective date. Improvements shall include moving the curb and gutter, construction of a new bus turnout, a sidewalk and landscaping, all as shown in Exhibit "Plans".
  133. Developer shall construct traffic mitigation intersection improvements as specified in the certified EIR for Great America Parkway and Patrick Henry Drive prior to occupancy of Phase 1; unless a Traffic Study is submitted by the Developer and accepted by the City that demonstrates that the improvements are not required until a subsequent Phase of Project development at which time the improvement shall be required and the construction of which shall be completed prior to the occupancy of that Phase.
  134. The Developer shall participate in exploring the feasibility of adding transportation services to link businesses with multi-modal transit in cooperation with the City, other public agencies, and other local business interests.
  135. The Developer/ Owner shall implement the project Transportation Demand Management (TDM) program that may include, but not limited to, the following, or alternative equivalent, elements to reduce vehicle trips:
    - *Eco Pass* for all employees, providing free rides on Santa Clara County's local transit agency, the Santa Clara Valley Transportation Authority (VTA)
    - *25% Transit Subsidy* for transit agencies other than the VTA, including Caltrain, ACE, Capitol Corridor, BART, MUNI, and other
    - *Monthly Vanpool Subsidy*

- *Commuter Tax Benefits* through WageWorks offering pre-tax deduction per month for transit and pre-tax deduction per month for parking
  - *Free "Last Mile" Shuttles* to local train systems (e.g. Caltrain, Amtrak, ACE)
  - *Free WiFi Commuter Buses* direct from areas like San Francisco and the TriValley area
  - *Interoffice Shuttles* connecting to Sunnyvale offices
  - *Internal Carpool Matching Program* utilizing zip code matching
  - *Regional Carpool Matching Program* through 511
  - *Personalized Commute Assistance* offered by a Commute Coordinator
  - *Preferred parking for Carpools and Vanpools* located near entrances to every building
  - *Bicycle Lockers and/or Bicycle Racks* near entrances to every building
  - *Showers* for cyclists and pedestrians, offering clean towel service, complimentary toiletries, hair dryers, and ironing boards
  - *Regular postings and articles* with local commute information offered via email and on Yahoo!'s corporate news site
  - *Intranet Site* featuring transit, bike, ridesharing and telework information
  - *New Hire Orientation* presentations focusing on commute alternatives from Day 1
  - *Centrally-Located Kiosks* with transit schedules, bike and transit maps, and other commute alternative information
  - *Periodic Events* which connect employees with local transit agencies and transportation organizations (e.g. Spare the Air Fair, Bike to Work Day)
  - *Onsite amenities* which allow employees to complete errands without a car, such as bicycle repair, dry cleaning, oil changes, carwash, haircuts, dental services, cafeteria, coffee bars, fitness center, massage services, mail and shipping services, convenience store, ATM, gift store.
136. Applicant/property owner shall monitor the project TDM program and submit an annual report to the Director of Planning and Inspection of company employee participation in the project TDM program to achieve reductions in work-related vehicle trips.
137. The applicant/property owner shall contribute \$450,000 to the Housing Fund.

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DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF SANTA CLARA,  
a chartered California municipal corporation,  
AND  
YAHOO!, INC.

EXHIBIT "MMRP"

(MITIGATION MONITORING AND REPORTING PROGRAM)

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**MITIGATION MONITORING OR REPORTING PROGRAM**

**YAHOO  
SANTA CLARA CAMPUS  
PROJECT**

**CITY OF SANTA CLARA**

**February 2010**

## P R E F A C E

Section 21081 of the California Environmental Quality Act (CEQA) requires a Lead Agency to adopt a Mitigation Monitoring or Reporting Program whenever it approves a project for which measures have been required to mitigate or avoid significant effects on the environment. The purpose of the monitoring or reporting program is to ensure compliance with the mitigation measures during project implementation.

The Final EIR concluded that the implementation of the project could result in a number of significant effects on the environment and mitigation measures were incorporated into the proposed project or are required as a condition of project approval. This Mitigation Monitoring or Reporting Program addresses those measures in terms of how and when they will be implemented.

This document does *not* discuss those subjects for which the Final EIR concluded that the impacts from implementation of the project would be less-than-significant.



**MITIGATION MONITORING AND REPORTING PROGRAM  
YAHOO SANTA CLARA CAMPUS PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<b>AIR QUALITY</b>				
<p>Construction of the proposed project would result in short-term air quality impacts associated with dust and particulate generation. <b>(Significant Temporary Impact)</b></p>	<p>The following dust control measures will be implemented during all construction phases: 1) Water all active construction areas at least twice daily and more often during windy periods (wind speeds of 25 mph or greater). 2) Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard. 3) Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites. 4) Sweep daily (preferably with water sweepers) all paved access roads on-site, parking areas and staging areas at construction sites. 5) Sweep streets daily (preferably with water sweepers) if visible soil material is carried onto adjacent public streets. 6) Hydroseed or apply non-toxic soil stabilizers to inactive construction areas. 7) Enclose, cover, water twice daily or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.). 8) Limit traffic speeds on unpaved roads or other surfaces to 15 mph. 9) Install sandbags or other erosion control measures to prevent silt runoff to public roadways and stormwater inlets. 10) Replant vegetation in disturbed areas as quickly as possible.</p> <p><b>Less Than Significant With Mitigation</b></p>	<p>During all construction phases</p>	<p>Project applicant</p>	<p>Director of Planning and Inspection</p> <p>Director of Public Works</p>
<b>BIOLOGICAL RESOURCES</b>				
<p>Construction activities could result in the abandonment of active raptor nests or destruction of other migratory bird's nests. <b>(Significant Impact)</b></p>	<p>1) Construction shall be scheduled to avoid the nesting season to the extent feasible. The nesting season for most birds, including most raptors, in the San Francisco Bay area extends from February through August. 2) If it is not possible to schedule demolition and construction between September and January, then pre-construction surveys for nesting birds shall be completed by a qualified ornithologist to ensure that no nests will be disturbed during project implementation. This survey shall be completed no more than 14</p>	<p>Prior to issuance of demolition or grading permits.</p>	<p>Project applicant.</p>	<p>Director of Planning and Inspection</p> <p>California Department of Fish and Game</p>

**MITIGATION MONITORING AND REPORTING PROGRAM  
YAHOO SANTA CLARA CAMPUS PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<b>BIOLOGICAL RESOURCES</b> <i>Continued</i>				
Please see previous page	<p>days prior to the initiation of grading, tree removal, or other demolition or construction activities during the early part of the breeding season (February through April) and no more than 30 days prior to the initiation of these activities during the late part of the breeding season (May through August). During this survey, the ornithologist will inspect all trees and other possible nesting habitats immediately adjacent to the construction areas for nests. If an active nest is found sufficiently close to work areas to be disturbed by construction, the ornithologist, in consultation with CDFG, will determine the extent of a construction-free buffer zone to be established around the nest, typically 250 feet, to ensure that raptor or migratory bird nests will not be disturbed during project construction.</p> <p><b>Less Than Significant With Mitigation</b></p>	Please see previous page	Please see previous page	Please see previous page
<b>CULTURAL RESOURCES</b>				
Implementation of the proposed project could result in the discovery of previously unknown historic artifacts, Native American artifacts, and/or human remains. <b>(Significant Impact)</b>	<p>1) A qualified archaeologist will be on site to monitor the initial excavation of native soil once all pavement and engineered soil is removed from the project site. After monitoring the initial excavation, the archaeologist will make recommendations for further monitoring if it is determined that the site has cultural resources. If the archaeologist determines that no resources are likely to be found on site, no additional monitoring will be required. 2) In the event that prehistoric or historic resources are encountered during excavation and/or grading of the site, all activity within a 50-foot radius of the find will be stopped, the Director of Planning and Inspection will be notified, and the archaeologist will examine the find and make appropriate recommendations prior to issuance of building permits.</p>	During all phases of excavation of the site.	Project Applicant	Director of Planning and Inspection

**MITIGATION MONITORING AND REPORTING PROGRAM  
YAHOO SANTA CLARA CAMPUS PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<b>CULTURAL RESOURCES</b> <i>Continued</i>				
Please see previous page	<p>Recommendations could include collection, recodation, and analysis of any significant cultural materials. A report of findings documenting any data recovery during monitoring would be submitted to the Director of Planning and Inspection. 3) In the event that human remains are discovered during excavation and/or grading of the site, all activity within a 50-foot radius of the find will be stopped. The Santa Clara County Coroner will be notified and shall make a determination as to whether the remains are of Native American origin or whether an investigation into the cause of death is required. If the remains are determined to be Native American, the Coroner will notify the Native American Heritage Commission (NAHC) immediately. Once NAHC identifies the most likely descendants, the descendants will make recommendations regarding proper burial, which will be implemented in accordance with Section 15064.5(e) of the CEQA Guidelines.</p> <p><b>Less Than Significant With Mitigation</b></p>	Please see previous page	Please see previous page	Please see previous page
<b>ENERGY</b>				
Construction and operation of the project will result in a substantial net increase in energy usage. <b>(Significant Impact)</b>	<p>1) The project shall be designed to meet the Leadership in Energy and Environmental Design (LEED) Gold standards. Final green building design features must be approved by the Director of Planning and Inspection. 2) The project buildings shall exceed Title 24 energy requirements by a minimum of 10 percent to the satisfaction of the Director of Planning and Inspection. 3) The project shall include reflective, <i>EnergyStar</i><sup>TM</sup> cool roofs. Cool roofs decrease roofing maintenance and replacement costs, improve building comfort, reduce impact on surrounding air temperatures, reduce peak electricity demand, and reduce waste stream of roofing debris. 4) The project</p>	During all construction phases	Project Applicant	Director of Planning and Inspection.

**MITIGATION MONITORING AND REPORTING PROGRAM  
YAHOO SANTA CLARA CAMPUS PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<b>ENERGY Continued</b>				
<p>The proposed project would increase jobs, increasing commuting into the City and increasing vehicle miles traveled. <b>(Significant Impact)</b></p>	<p>shall utilize local and regional building materials to the extent feasible in order to reduce energy consumption associated with transporting materials over long distances. 5) The project shall utilize building products that contain post-consumer recycled materials. 6) The project shall include photovoltaic (i.e., solar electric) systems on rooftops to the satisfaction of the Director of Electric Utility. 7) The project will include dual plumbing in all buildings.</p> <p align="center"><b>Less Than Significant With Mitigation</b></p>	<p>Please see previous page</p>	<p>Please see previous page</p>	<p>Please see previous page</p>
<b>HAZARDOUS MATERIALS</b>				
<p>Implementation of the proposed project could expose construction workers and future maintenance workers to soil contamination related to agricultural operations. <b>(Significant Impact)</b></p>	<p>1) Prior to the issuance of grading permits, shallow soil samples shall be taken to determine the location of contaminated soils with concentrations above established construction/trench worker thresholds. The soil sampling plan must be reviewed and approved by the Santa Clara Fire Chief prior to initiation of work. Any contaminated soils found in concentrations above established thresholds shall be removed and disposed of according to California Hazardous Waste Regulations. The contaminated soil removed from the site shall be hauled off-site and disposed of at a licensed hazardous materials disposal site. 2) A Site Management Plan (SMP) will be prepared to establish management practices for handling impacted groundwater and/or soil material that may be encountered during site development and soil-disturbing activities. Components of the SMP will include: a detailed discussion of the site background; preparation of a Health and Safety Plan by an industrial hygienist; notification procedures if previously undiscovered significantly impacted soil or free fuel product is encountered during construction; on-site soil reuse guidelines based on the California RWQCB, San Francisco Bay Region's reuse policy; sampling and laboratory analyses of excess soil</p>	<p>During demolition phase</p>	<p>Project Applicant</p>	<p>Director of Planning and Inspection</p> <p>Santa Clara Fire Department – Hazardous Materials Division</p> <p>OSHA</p>

**MITIGATION MONITORING AND REPORTING PROGRAM  
YAHOO SANTA CLARA CAMPUS PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<b>HAZARDOUS MATERIALS</b> <i>Continued</i>				
<p>The project proposes to demolish the existing buildings which could release asbestos particles and expose construction workers and nearby building tenants to harmful levels of asbestos. <b>(Significant Impact)</b></p>	<p>requiring disposal at an appropriate off-site waste disposal facility; soil stockpiling protocols; and protocols to manage ground water that may be encountered during trenching and/or subsurface excavation activities. Prior to issuance of grading permits, a copy of the SMP must be approved by the Santa Clara County Environmental Health Department, the City's Director of Planning and Inspection, and the Santa Clara Fire Chief.</p> <p><b>Less Than Significant With Mitigation</b></p> <p>1) All potentially friable ACMs shall be removed in accordance with National Emissions Standards for Hazardous Air Pollutants (NESHAP) guidelines prior to building demolition. All demolition activities will be undertaken in accordance with Cal/OSHA standards contained in Title 8 of CCR, Section 1529, to protect workers from exposure to asbestos. 2) A registered asbestos abatement contractor shall be retained to remove and dispose of ACMs identified in accordance with the standards stated above. 3) Materials containing more than one percent asbestos are also subject to BAAQMD regulations. Removal of materials containing more than one percent asbestos shall be completed in accordance with BAAQMD requirements. 4) The demolition and removal of all building materials coated with lead-based paint will be completed in accordance with the CAL/OSHA Lead in Construction Standard requirements as found in Title 8 of the California Code of Regulations (CCR 1532.1).</p> <p><b>Less Than Significant With Mitigation</b></p>	<p>Prior to issuance of grading permits</p>	<p>Project Applicant</p>	<p>Director of Planning and Inspection</p> <p>Santa Clara Fire Department – Hazardous Materials Division</p> <p>Santa Clara County Environmental Health Department</p>

**MITIGATION MONITORING AND REPORTING PROGRAM  
YAHOO SANTA CLARA CAMPUS PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<b>HYDROLOGY</b>				
<p>Construction activities would generate dust, sediment, litter, oil, paint, and other pollutants that would temporarily contaminate runoff from the site. <b>(Significant Impact)</b></p>	<p>1) Burlap bags filled with drain rock shall be installed around storm drains to route sediment and other debris away from the drains. 2) Earthmoving or other dust-producing activities shall be suspended during periods of high winds. 3) All exposed or disturbed soil surfaces shall be watered at least twice daily to control dust as necessary. 4) Stockpiles of soil or other materials that can be blown by the wind shall be watered or covered. 5) All trucks hauling soil, sand, and other loose materials shall be covered and all trucks would be required to maintain at least two feet of freeboard. 6) All paved access roads, parking areas, staging areas and residential streets adjacent to the construction sites shall be swept daily (with water sweepers). 7) Vegetation in disturbed areas shall be replanted as quickly as possible. 8) All unpaved entrances to the site shall be filled with rock to knock mud from truck tires prior to entering City streets. A tire wash system may also be employed at the request of the City. 9) A Storm Water Permit will be administered by the RWQCB. Prior to construction grading for the proposed land uses, the project proponent will file a "Notice of Intent" (NOI) to comply with the General Permit and prepare a SWPPP which addresses measures that would be included in the project to minimize and control construction and post-construction runoff. Measures will include, but are not limited to, the aforementioned RWQCB mitigation. 10) The project proponent will submit a copy of the draft SWPPP to the City of Santa Clara for review and approval prior to start of construction on the project site. The certified SWPPP will be posted at the project site and will be updated to reflect current site conditions. 11) When construction is complete, a Notice of Termination (NOT) for the General Permit for Construction will be filed with the RWQCB and the City of Santa Clara. The NOT will document that all elements of the SWPPP have been executed, construction materials and waste have been properly disposed of, and a post-construction storm water management plan is in place as described</p>	<p>During construction phase and post-construction</p>	<p>Project applicant</p>	<p>Director of Planning and Inspection  Regional Water Quality Control Board</p>

**MITIGATION MONITORING AND REPORTING PROGRAM  
YAHOO SANTA CLARA CAMPUS PROJECT**

<b>Impact</b>	<b>Mitigation</b>	<b>Timeframe for Implementation</b>	<b>Responsibility for Implementation</b>	<b>Oversight of Implementation</b>
<b>HYDROLOGY <i>Continued</i></b>				
Please see previous page	<p>in the SWPPP for the site. 12) As part of the mitigation for post-construction runoff impacts addressed in the SWPPP, the project will implement regular maintenance activities (i.e., sweeping, maintaining vegetative swales, litter control, and other activities as specified by the City) at the site to prevent soil, grease, and litter from accumulating on the project site and contaminating surface runoff. Storm water catch basins will be stenciled to discourage illegal dumping. 13) The proposed project will be required to record an Operation &amp; Management (O&amp;M) Agreement with the City to ensure continued maintenance and performance of post-construction measures including CDS units and roof-drainage systems.</p> <p><b>Less Than Significant With Mitigation</b></p>	Please see previous page	Please see previous page	Please see previous page
<b>NOISE</b>				
Pile driving will have a temporary significant noise impact on nearby residences. <b>(Significant Temporary Impact)</b>	<p>1) The holes for the piles will be pre-drilled. 2) Pile driving will be prohibited on weekends and holidays. 3) Temporary noise barriers will be installed around the pile driving equipment when it is in operation.</p> <p><b>Less Than Significant With Mitigation</b></p>	During all construction phases	Project applicant	<p>Director of Planning and Inspection</p> <p>Director of Public Works</p>

**MITIGATION MONITORING AND REPORTING PROGRAM  
YAHOO SANTA CLARA CAMPUS PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<b>TRANSPORTATION</b>				
<p>Implementation of the proposed project would have a significant impact on 14 intersections during one or both of the peak hours. <b>(Significant Impact)</b></p>	<p>The project will construct a second northbound left-turn lane and a free right turn on the eastbound approach of the Great America Parkway and Patrick Henry Drive intersection. A fourth southbound through lane on Great America Parkway (from Patrick Henry Drive to Mission College Boulevard) will also be constructed to receive the right turn movement traffic.</p> <p>The City of Santa Clara will collect an impact fee equal to one dollar per square foot of development. In addition, the project proposes to pay a fair share contribution toward improvement of those impacted intersections for which there are currently approved and funded programs by the City of San José, the County of Santa Clara and/or the City of Santa Clara, as applicable. All fees will be paid directly to, and administered by, the City of Santa Clara.</p> <p><b>Less Than Significant With Mitigation</b></p>	<p>Construction of the roadway improvements will be completed prior to issuance of occupancy permits.</p> <p>Impact fee payable prior to issuance of building permits. Fair share contribution payable prior to issuance of occupancy permits</p>	<p>Project Applicant</p>	<p>Director of Planning and Inspection</p> <p>Director of Public Works</p>

**SOURCE**

City of Santa Clara, Final EIR for the Yahoo Santa Clara Campus Project, February 2010.



**DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF SANTA CLARA,  
a chartered California municipal corporation,  
AND  
YAHOO!, INC.**

**EXHIBIT "FAIR SHARE"**

**(FAIR SHARE TRAFFIC FEES)**

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Yahoo! Santa Clara Campus Traffic Mitigation  
Fair Share Improvement Costs

Inter. #	Intersection Name	Improvement Cost/Fee <sup>2</sup>	Background Delay	Project Delay	Diff.	Project Trips	Project Share	Total
<i>City of Santa Clara Intersections</i>								
7	Great America Parkway & Mission College Boulevard <sup>2</sup>	\$5,242,000	97.6	154.5	56.9		58.30%	\$3,056,086
33	San Tomas Expressway & El Camino Real <sup>3</sup>	\$1,040,000	85.4	89.8	4.4		5.15%	\$53,560
34	San Tomas Expressway & Benton Street <sup>4</sup>	\$5,800,000	86.3	94.8	8.5		9.85%	\$571,300
35	San Tomas Expressway & Homestead Road <sup>4</sup>	\$5,800,000	102.0	111.6	9.6		9.41%	\$545,780
38	San Tomas Expressway & Saratoga Avenue <sup>4</sup>	\$658,000	85.0	92.6	7.6		8.94%	\$58,825
39	San Tomas Expressway & Stevens Creek Boulevard <sup>4</sup>	\$5,800,000	118.4	122.6	4.2		3.55%	\$205,900
75	Lawrence Expressway & Homestead Road <sup>5</sup>	\$2,600,000	81.4	84.5	3.1		3.81%	\$99,060
<i>City of Santa Clara Subtotal</i>								<u>\$4,590,511</u>
<i>City of San Jose Intersections</i>								
104	North First Street & Montague Expressway <sup>6</sup>	\$10,000,000	97.4	100.5		83		\$157,700
109	Oakland Road & Montague Expressway	\$18,000,000	67.2	67.8		55		\$46,750
113	Lawrence Expressway & I-280 Southbound On-Ramp <sup>5</sup>	\$11,500,000	84.3	87.4	3.1		3.68%	\$423,200
115	Lawrence Expressway & Bollinger Road/Moorpark Avenue	\$5,200,000	107.6	111.7	4.1		3.81%	\$198,120
<i>City of San Jose Subtotal</i>								<u>\$825,770</u>
<i>City of Milpitas Intersections</i>								
125	Abel Street & Calaveras Boulevard <sup>6</sup>	\$55,000,000	91.2	94.7		51		\$127,500
126	Milpitas Boulevard & Calaveras Boulevard <sup>6</sup>	\$55,000,000	124.4	128.3		41		\$102,500
<i>City of Milpitas Subtotal</i>								<u>\$230,000</u>
<b>Total</b>								<b>\$5,646,281</b>

<sup>2</sup> Cost estimates obtained from City of Santa Clara 2008-09 Capitol Improvement Project Budget.

<sup>3</sup> Cost estimates obtained from City of Santa Clara Traffic Mitigation Program Annual Report, February 2008.

<sup>4</sup> Cost estimates obtained from San Tomas Business Park TIA (Hexagon).

<sup>5</sup> Cost estimates obtained from Comprehensive County Expressway Planning Study (2008).

<sup>6</sup> Per City of Santa Clara (Debby Fernandez), these cost estimates are based on the number of project trips at the study intersections (\$1,900 per trip at N First/Montague, \$850 per trip at Oakland/Montague, and \$2,500 per trip at Milpitas intersections).

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