

**PRIORITY PROJECT PERMIT PROCESSING COST AGREEMENT
(CITY PLACE SANTA CLARA PHASES 1 AND 2)**

This Priority Project Permit Processing Cost Agreement (City Place Santa Clara Phases 1 and 2) (including all Exhibits and as amended from time to time, this “**Agreement**”) is made as of _____, 2019 (the “**Effective Date**”), by and between Related Santa Clara, LLC, a Delaware limited liability company (“**Related**” or “**Developer**”), and the City of Santa Clara, a chartered municipal corporation (“**City**”). City and Developer may also be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. City and Related entered into that certain Disposition and Development Agreement dated for reference purposes as of August 12, 2016, and recorded October 7, 2016, as Document No. 23456796 in the Official Records of Santa Clara County, California (the “**DDA**”), by which Related was designated Developer for the City Place project (the “**Project**”) located on property owned by City and described more particularly in Exhibit A to the DDA (the “**Project Site**”). The DDA provides for Developer to acquire long-term ground leases from City for portions of the Project Site in phases as it develops the Project.

B. Concurrently with the DDA, City and Related entered into that certain Development Agreement dated as of August 12, 2016, recorded on October 7, 2016, as Document 23456797 in the Official Records of the Santa Clara County Recorder’s Office (the “**Development Agreement**”). Defined terms not otherwise set forth in this Agreement shall have the meanings set forth in the Development Agreement.

C. Related currently intends to develop the Project in two or more phases. This Agreement shall only apply to Phases 1 and 2 as shown on Related’s phasing plans for the Project as shown on **Exhibit A** attached hereto, and for the purpose of this Agreement Phases 1 and 2 of the Project shall be referred to as “**CP Center**.” Related intends to prepare and submit to City a series of development plans and applications for approval to construct CP Center, involving (1) site preparation and improvement plans for Infrastructure and (2) site preparation and building plans for Vertical Improvements (including but not limited to tenant improvements) (collectively, “**CP Center Plans**”).

D. City will process CP Center Plans submitted by Related, and after their approval will inspect the work in order to issue notices of completion and certificates of occupancy (for purposes of this Agreement, all such City work processing CP Center Plans and performing inspections and construction certifications shall be referred to herein as the “**CP Center Permit Work**”). The Development Agreement recognized that the anticipated volume of CP Center Permit Work will require City to retain third-party contractors and consultants (including but not limited to inspectors, plan checkers and structural specialists). Section 8.2 of the Development Agreement described City’s commitment to promptly and diligently process the plans and applications for the Project, and Article 5 of the Development Agreement specified certain terms for Related to fund City’s work and pay City Costs and Administrative Fees.

E. Given the scope of the CP Center Permit Work, Developer has agreed to provide funding for the City to be able to create new City staff positions, which (i) will allow City to augment its staff working on the CP Center Permit Work and have greater certainty as to its available staffing and ability to plan for future processing of CP Center Plans and (ii) will ensure Developer that adequate staff is available and ready to timely and expeditiously address the CP Center Plans and to meet the City requirements for prompt and diligent review of the CP Center Plans. In return, City has agreed to establish a permit processing program that will provide certain expedited permit timeframes and a discount on permit fees payable by Developer for CP Center. City has estimated that the permit processing costs to Developer of the funding obligations under this Agreement will exceed the discounted fees provided to Developer by this Agreement.

F. The purpose of this Agreement is to clarify, supplement and implement the procedures and requirements of the Development Agreement, and specifically Section 8.2 and Article 5 thereof regarding City Costs and Administrative Fees as they apply to CP Center Permit Work and Related's funding obligations thereto, to ensure City has timely and sufficient resources for the CP Center Permit Work and to facilitate implementation and development of CP Center.

G. Nothing in this Agreement is intended to alter City's rights and obligations with respect to permit processing and inspection under California law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. PERMIT EXPEDITING STAFF.

1. **Expedited Processing Staffing and Funding.** Developer agrees to provide funding equivalent to the amount necessary for City to create eight (8) new City employee positions as listed in **Exhibit B** attached hereto and incorporated herein by this reference (the "**Expedited Staffing Cost Summary**," which lists the "**Permit Expediting Staff**") to augment the current City staff to process the CP Center Permit Work in an expedited fashion. Developer acknowledges that the total of salaries and all-inclusive benefits shown in **Exhibit B** for each position are estimates for the initial hiring costs. The Permit Expediting Staff positions are civil services classified positions, and salaries and benefits set forth in the Expedited Staffing Cost Summary may increase as the City makes changes to other comparable positions over time. Developer agrees to pay all costs for the Permit Expediting Staff (the "**Expedited Staffing Costs**") through the process described in **Article E**, subject to Developer's right to terminate funding of some or all Permit Expediting Staff as specified in **Section A.3**.

2. Expedited Permit Processing. The Permit Expediting Staff shall be available to process the CP Center Plans and conduct and oversee the CP Center Permit Work in an expedited fashion and pursuant to the timeframes and requirements set forth in this Agreement, as CP Center Plans may be submitted. Developer acknowledges that, time permitting, the Permit Expediting Staff may perform other work for City, and Developer shall remain responsible for payment of the full Expedited Staffing Cost notwithstanding the Permit Expediting Staff working on other tasks than CP Center Permit Work; provided, however, that (i) the Permit Expediting Staff shall give priority to CP Center Permit Work, and if they are working on other City matters when a CP Center Plan is submitted, they shall immediately defer such other City tasks in favor of the CP Center Permit Work, and (ii) under no circumstances shall the Permit Expediting Staff defer the CP Center Permit Work in favor of other City work. If any CP Center Permit Work is deferred or delayed as a result of any Permit Expediting Staff working on other City work in violation of this Section 2, then Developer shall be entitled to an abatement of costs associated with such Permit Expediting Staff for so long as such deferral is ongoing.

3. Implementation and Termination of Funding Obligation.

(a) As part of paying City each Semi-Annual Deposit pursuant to **Section E.1**, Developer shall include the full amount specified by City as required to fund Permit Expediting Staff for the next six (6) months.

(b) Developer may terminate funding in amounts equal to the funding cost of one or more Permit Expediting Staff positions by giving City at least three (3) months' written notice as follows: notice on or before September 30th for December 31st termination; notice on or before December 31st for March 31st termination; notice on or before March 31st for June 30th funding termination; and notice on or before June 30th for September 30th termination (in each case, the "**Funding Termination Date**"). After the Funding Termination Date, Developer shall have no further obligation to provide funding related to the position.

(c) If the Funding Termination Date falls within the then-current Budget Period, City in its discretion may apply the portion of Developer's Semi-Annual Deposit meant to fund the position for the remainder of the Budget Period (if any) to other City Costs. If such date is in the next Budget Period, Developer shall include in its next Semi-Annual Deposit the prorated amount specified by City to fund the position being terminated until the Funding Termination Date.

B. ADMINISTRATIVE FEES

1. Administrative Fees.

(a) As consideration for Developer funding the Expedited Staffing Costs and Third Party Consulting (defined below) fees per the terms of this Agreement, so long as Developer is not in default of its obligations to pay any sums due hereunder and subject to the following provisions, the Administrative Fees the City charges for those permits and approvals (including related plan review) listed in **Exhibit C** attached hereto and incorporated herein by this reference (collectively, the "**Expedited Permits**") related to applications for CP Center

Permit Work shall be fifty percent (50%) of the amount otherwise due under the Development Agreement (for each Expedited Permit, the “**Discounted Fee**”). All other Administrative Fees shall be charged at their regular amounts.

(b) Notwithstanding subsection (a), if Developer terminates funding of any portion of Expediting Staffing Costs that is necessary for the expedited processing of any Expedited Permit in accordance with the terms of this Agreement, City may discontinue allowing the Discounted Fee for such Expedited Permit, but only to the extent that the terminated portion of the cost was necessary for the expedited processing of the specified Expedited Permit in accordance with the terms of this Agreement. City shall give Developer written notice of the same.

2. Timing for Expedited Permit Fees. Fees for each Expedited Permit shall be paid in accordance with the procedures set forth in **Article D** below.

C. PERMIT WORK GUIDELINES.

As consideration for funding the Permit Expediting Staff, City will undertake the CP Center Permit Work in accordance with the timing and procedures attached hereto as **Exhibit D** (“**Permit Work Processing Procedures**”). City will include a provision in each task order with Third-Party Review Consultants (defined below) requiring the contractor to comply with any applicable Permit Work Processing Procedures. The Permit Work Processing Procedures shall not apply to any permit that is not an Expedited Permit under this Agreement.

D. DEVELOPER PAYMENT FOR SPECIAL PROCESSING THIRD PARTY CONSULTANTS AND EXPEDITED PERMIT ADMINISTRATIVE FEES.

The following special process described in this **Article D** governs payment of fees related to (i) third party contractors retained by City to assist in the CP Center Permit Work, including but not limited to plan checkers, inspectors, and design or structural consultants (collectively, “**Third-Party Consultants**”), and (ii) the Administrative Fees for the Expedited Permits. (Third Party Consultants retained for review purposes may be referred to as “**Third Party Review Consultants**” and Third Party Consultants who may be retained for inspection purposes may be referred to as “**Third Party Inspection Consultants.**” The following process described in this **Article D** is separate from and in addition to the budgeting and funding process described in Section 5.3 of the Development Agreement, which shall continue to apply for all City Costs not covered by this Agreement.

1. Expedited Third Party Services Fees.

(a) Within ten (10) business days following Developer’s submittal of an Expedited Permit pre-application including the following materials: description of the actions proposed by the Expedited Permit, list of drawings, and plans and specifications that would accompany the application for the Expedited Permit, the City will provide Developer with a cost proposal (including requisite software licensing fees) based on the specific scope of work of the Third Party Review Consultants (other than inspectors) that will be required to assist the City in its

review of the applicable Expedited Permit in accordance with the requirements of this Agreement and the timing and procedures set forth in the Permit Work Processing Procedures (the “**Third Party Review Services Fee**”). The Third Party Review Services Fee shall assume three (3) plan check review cycles by Third Party Review Consultants in accordance with the Permit Work Processing Procedures.

(b) The City will strive to conduct all inspection services for the CP Center Permit Work using the capacity of the Public Works Inspector and the Senior Inspector listed on **Exhibit B**. However, if the City is unable to provide inspection services for the CP Center Permit Work using only the capacity of the Public Works Inspector and the Senior Inspector listed on **Exhibit B** with respect to any Expedited Permit, then City will provide Developer notice of the cost (including requisite software licensing fees) based on the specific scope of work of Third Party Inspection Consultants required to assist the City in its inspection of work conducted pursuant to the applicable Expedited Permit (the “**Third Party Inspection Services Fee**”). Developer may also request the City to retain Third Party Inspection Consultants if Developer believes that the City is unable to provide inspection services for the CP Center Permit Work using only the capacity of the Public Works Inspector and the Senior Inspector with respect to any Expedited Permit. If Developer chooses to have the work expedited by such Third Party Inspection Consultants, payment for the same shall be made consistent with **Section D.2** below.

2. Expedited Third Party Services and Administrative Fee Payments.

(a) Concurrently with its submittal of the application for the applicable Expedited Permit, Developer shall (i) deposit with the City the amount of the Third Party Review Services Fee and (ii) pay to the City the applicable portion of the Discounted Fee for the applicable Expedited Permit required to be paid at application time (consistent with City regulations and policies otherwise applicable to the same type of permit). Upon the City’s completion of plan review and prior to issuance of the final Expedited Permit, the City shall provide Developer with a final accounting of the fees actually incurred for services of Third Party Review Consultants retained to assist the City in its review of the applicable Expedited Permit, which shall include (i) a brief non-confidential description of the work completed, (ii) the amount of any additional costs incurred for services of Third Party Review Consultants beyond the amounts previously deposited by Developer, based on hours spent and published hourly rates, (iii) the amount of any remaining unspent funds previously deposited by Developer for services of Third Party Review Consultants, and (iv) the amount due to the City for any underpayment or due to the Developer for any Third Party Review Services Fee deposits made by Developer that remained unused at the issuance of the final Expedited Permit (the “**Permit Final Accounting**”). Prior to issuance of the final Expedited Permit, Developer shall pay to City any balance due or City shall refund to Developer any balance due in accordance with the Permit Final Accounting. Prior to issuance of the final Expedited Permit, Developer shall pay any remaining amount of Discounted Fees due (consistent with City regulations and policies otherwise applicable to the same type of permit).

(b) Within ten (10) business days following City’s provision to Developer of notice of a Third Party Inspection Services Fee, Developer shall notify City if it chooses to have the City retain the Third Party Inspection Consultants, and if so shall deposit with City the amount of

the Third Party Inspection Services Fee. Upon City's completion of inspection services related to any Expedited Permit and prior to acceptance of work under the permit or issuance of a certificate of occupancy (whichever pertains), City shall provide Developer with a final accounting of the fees actually incurred for services of Third Party Inspection Consultants concerning work undertaken pursuant to the applicable Expedited Permit, which shall include (i) a brief non-confidential description of the work completed, (ii) the amount of any additional costs incurred for services of Third Party Inspection Consultants beyond the amounts previously deposited by Developer, based on hours spent and published hourly rates, (iii) the amount of any remaining unspent funds previously deposited by Developer for Third Party Inspection Consultants, and (iv) the amount due to the City for any underpayment or due to the Developer for any Third Party Inspection Services deposits made by Developer that remain unused (the **"Inspection Final Accounting"**). Prior to acceptance of the work or issuance of a certificate of occupancy, Developer shall pay to City any balance due or City shall refund to Developer any balance due in accordance with the Inspection Final Accounting.

3. Periodic Notification.

As City incurs costs for Third Party Consultants contemplated by this Agreement, City shall pay for such Third Party Consultant services from fees deposited by Developer for Third Party Review Services or Third Party Inspection Services. If, prior to the applicable Permit Final Accounting or Inspection Final Accounting, City reasonably determines that (i) any Third Party Consultant costs incurred with respect to a particular Expedited Permit are at or around eighty percent (80%) of the Third Party Review Services Fee, Third Party Inspection Services Fee for that Expedited Permit and (ii) an increase in the deposit will be required to process the Expedited Permit through issuance or through completion of the inspection work, the City shall so notify Developer (the **"Third Party Consultant 80% Notice"**). The Third Party Consultant 80% Notice shall indicate the additional fees that the City reasonably anticipates will be necessary to fund the applicable Third Party Consultant for the remainder of the work for the pertinent Expedited Permit, as well as a brief explanation of the basis for the increased projected cost. Developer shall (i) notify the City in writing whether it agrees to pay the City the additional fee amounts equal to the estimated overage specified in the Third Party Consultant 80% Notice within 10 days after receipt of the same, and (ii) deposit with the City additional fee amounts equal to the estimated overage specified in the Third Party Consultant 80% Notice within forty-five (45) days receipt of the same. If Developer fails timely to notify City of its intention to pay or to make such additional deposit, (i) the City may discontinue providing Third Party Consultant services for the applicable Expedited Permit, (ii) the Permit Work Processing Procedures shall no longer apply to the applicable Expedited Permit, and (iii) any further Administrative Fees due for such Expedited Permit shall be payable at the full (rather than discounted) level; however, in no event will City cease processing any other aspects of the CP Center Permit Work not requiring such additional funding.

4. Other Third Party Consultant Services Requiring Special Expertise.

Certain permits and inspection services may require the City to contract with Third party Consultants with expertise that City staff does not have to provide plan check and inspection services regardless of whether the permitting and inspection processes are handled in an

expedited manner. The fees for such Third Party Consultants shall be paid by Developers as set forth in the City's standard fee schedule which provides that fees for use of outside consultants for plan checking and inspections, or both, shall be actual costs, including administrative and overhead costs. The payment of such fees shall be considered payment of City Costs as described in the Development Agreement.

E. DEVELOPER PAYMENT FOR PERMIT EXPEDITING STAFF.

The following process described in this **Article E** is separate from and in addition to the budgeting and funding process described in Section 5.3 of the Development Agreement, which shall continue to apply for all City Costs not covered by this Agreement.

1. Semi-Annual Deposit Request.

(a) Within thirty (30) days after the Effective Date of this Agreement and thereafter, no later than December 1 and June 1 of each year during the term hereof, City shall provide Developer with a deposit request based upon City's anticipated budget for Expedited Staffing Costs to perform the CP Center Permit Work for the period of January 1-June 30 and July 1-December 31 of each year (each, a "**Semi-Annual Deposit Request**" and each six-month budget period, a "**Budget Period**"). The first Semi-Annual Deposit Request will cover Expedited Staffing Costs for the remainder of the then-current Budget Period. Without limiting the foregoing, and notwithstanding anything to the contrary in the Development Agreement, the Expedited Staffing Costs included as part of the Semi-Annual Deposit Request will include City's projected City Costs for Permit Expediting Staff, but not Third Party Consultants which shall be funded in accordance with the procedures set forth in **Article D** above.

(b) If Developer reasonably objects to the anticipated costs set forth in a Semi-Annual Deposit Request, it shall provide written notice to the City of its objections and the Parties shall cooperate in good faith to reach agreement on the projected costs in the Semi-Annual Deposit Request for the applicable Budget Period. If the Parties do not reach agreement on the projected costs within the applicable Semi-Annual Deposit Request prior to commencement of the applicable Budget Period, then the Semi-Annual Deposit Request for such Budget Period shall be deemed to be the greater of (i) the Semi-Annual Deposit Request for the immediately prior Budget Period, or (ii) the actual Expedited Staffing Costs for the immediately prior Budget Period, until such time, if any, as the Parties reach agreement on the applicable Semi-Annual Deposit Request. Within thirty (30) days after commencement of the applicable Budget Period, Developer shall deliver to the City funds equal to the estimated total of the Semi-Annual Deposit Request as agreed upon or deemed to apply pursuant to this subsection (b) (the "**Semi-Annual Deposit**"). For purposes of the first Budget Period, within thirty (30) days of City providing its proposed Semi-Annual Deposit Request, Developer shall deposit with the City the specified amount, and any excess payment that Developer is found to have made shall be applied as a credit to the next Semi-Annual Deposit.

(c) The Semi-Annual Budget for City Costs under Section 5.3.1 of the Development Agreement will not include (i) any City Costs attributable to the Expedited Staffing Costs, which costs will be included in the Semi-Annual Deposit Request for Permit

Expediting Staff hereunder, or (ii) any City Costs attributable to the Third Party Consultants covered by this Agreement, which costs will be paid in accordance with the procedures set forth in **Article D** above. The Semi-Annual Deposit Request produced under this Agreement shall be separate from the Semi-Annual Budget for City Costs prepared under Section 5.3.1 of the Development Agreement.

2. Periodic Notification.

(a) City shall notify Developer at such time as it reasonably determines that the Expedited Staffing Costs actually incurred during the applicable Budget Period are at or around eighty percent (80%) of the approved Semi-Annual Deposit Request for the applicable Budget Period (the “**Staffing 80% Notice**”) and that City reasonably anticipates that an increase in the amount of the Semi-Annual Deposit Request will be required. The Staffing 80% Notice shall indicate the additional funds that the City reasonably anticipates will be necessary to fund the Expedited Staffing Costs for the remainder of the Budget Period, as well as a brief explanation of the basis for the increased projected cost consistent with this Agreement. Developer shall (i) notify the City in writing whether it agrees to pay the City the additional fee amounts equal to the estimated overage specified in the Staffing 80% Notice within 10 days after receipt of the same, and (ii) deposit with the City additional fee amounts equal to the estimated overage specified in the Staffing 80% Notice within forty-five (45) days receipt of the same. Developer’s failure timely to notify City of its intention to pay or to make such additional deposit shall be a material default of this Agreement; however, in no event will City cease processing any other aspects of the CP Center Permit Work not requiring such additional funding.

(b) If City provides Developer with the Staffing 80% Notice, then directs the Permit Expediting Staff to refrain from performing those aspects of the expedited CP Center Permit Work that would require funding in excess of the Semi-Annual Deposit Request due to Developer’s failure to deliver funds to cover the increased Semi-Annual Deposit Request, any resulting slow-down in the CP Center Permit Work shall not constitute an event of Force Majeure in Developer’s favor for the purposes of any of the Project Documents.

3. Accounting of Expedited Staffing Costs. Within thirty (30) days following the end of each Budget Period, City shall deliver to Developer an accounting of Expedited Staffing Costs incurred during such concluded Budget Period and credits applied to such costs due to deposits made by Developer under **Section E.1(b)** and **Section E.2(a)** of this Agreement (the “**City Cost Accounting**”), as well as a brief non-confidential description of the work completed. To the extent that the City Cost Accounting shows a balance due to the City, Developer shall pay such balance due within forty-five (45) days from receipt thereof. Any remaining unspent funds previously deposited by Developer shall be credited toward the approved Semi-Annual Deposit Request for the next Budget Period.

F. TERM AND TERMINATION.

This Agreement shall continue in effect until the earlier of (a) the end of the Budget Period in which the Funding Termination Date occurs for the last Permit Expediting Staff still funded by Developer under this Agreement; or (b) eight (8) years after the Effective Date, unless

terminated earlier as otherwise specified in this Agreement. Developer's obligations to pay City outstanding amounts shall survive termination of this Agreement.

G. ADDITIONAL PROVISIONS.

1. Relation to Development Agreement. Except as otherwise specified in this Agreement, the terms of the Development Agreement shall apply regarding implementation of the Project and Developer funding of City's costs and expenses thereto, and specifically Article 5 of the Development Agreement regarding City Costs and Administrative Fees to the extent not addressed in this Agreement.

2. Amendments. Any amendment to this Agreement shall be in writing and agreed to by the Parties. Without limiting the foregoing, the Parties acknowledge that amendments may be considered to fund costs attributable to additional positions as Permit Expediting Staff to manage and expedite the CP Center Permit Work, to modify the Permit Work Rules and Procedures, or to apply this Agreement to additional portions of the Project beyond Phases 1 and 2, subject to the written agreement of both Parties hereto.

3. Assignment.

(a) Assignment to Phase Developer. Except as otherwise provided herein, Developer shall have the right to transfer all or a portion of its rights and obligations under this Agreement to the Phase Developer of Phase 1 or Phase 2 in connection with a Consent Transfer or Permitted Transfer of its applicable rights and obligations as to Phase 1 or Phase 2, so long as such transfer complies with the requirements of the DDA, including, without limitation, Article 22 thereof. Notwithstanding the foregoing, the budgeting and funding rights and obligations for Permit Expediting Staff under Articles A and E shall be retained by a single entity, and so long as such entity is not in default of its obligations to pay any sums due hereunder, any Phase Developer submitting an application for an Expedited Permit shall be given all of the benefits provided to Developer under this Agreement, including the application of Discounted Fees and the processing of Expedited Permits, as and to the same extent as Developer. A transfer of the rights and obligations under this Agreement may be effectuated through an AA&R delivered in compliance with Section 22.6 of the DDA or by separate instrument, which AA&R shall include a release of Master Developer as to the applicable Phase to the extent permitted under 22.7 of the DDA. City shall accept any payments required under this Agreement from a Phase Developer in satisfaction of Developer's obligations hereunder, and from Developer in satisfaction of a Phase Developer's obligations to the extent assigned under the AA&R.

(b) Assignment of Master Developer's Interest. Master Developer shall have the right to transfer all or a portion of its rights and obligations under this Agreement and be released from its obligations hereunder in connection with a Consent Transfer or Permitted Transfer of Master Developer's entire right or interest in the DDA, so long as such transfer complies with the requirements of the DDA, including, without limitation, Article 22 thereof, and, in the event of a Direct Assignment (as defined in the DDA), the rights and obligations so assigned, and the release of Master Developer, is included in any AA&R between Master Developer, the City and the successor entity. Any other transfer of this Agreement not otherwise

contemplated by Section 3.1.1 or 3.1.2 hereof shall be subject to the approval of City, which approval shall not be unreasonably withheld, conditioned or delayed.

4. Entire Agreement; Amendment. This Agreement and its exhibits, terms, and conditions, embodies the entire agreement between the Parties relative to the matters set forth herein. No other understanding, agreements, or conversations with any officer, agent, or employee of City shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. It is mutually understood and agreed that no amendment to this Agreement shall be valid unless made in writing and signed by the Parties.

5. Waiver. Any waiver of any provision of this Agreement by a Party must be in writing and signed by a Person having authority to do so on behalf of such Party. No waiver made by a Party for the performance or manner or time of performance (including an extension of time for performance) of any obligations of any other Party or any condition to its obligations under this Agreement shall be considered a waiver of the rights of the Party making the waiver for a particular obligation of the other Party or condition to its own obligation beyond those expressly waived in writing.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. All references in this Agreement to California or federal laws and statutes shall mean such laws, regulations and statutes as they may be amended from time to time, except to the extent a contrary intent is stated.

7. Further Assurances. Each Party shall execute and deliver such further documents, and perform such further acts, as may be reasonably necessary or desirable to achieve the Parties' intent in entering into this Agreement.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties have duly executed and delivered signature pages to this Agreement to each other. Delivery of this Agreement may be effectuated by hand delivery, mail, overnight courier or electronic communication (including by PDF sent by electronic mail, facsimile or similar means of electronic communication). Any signatures (including electronic signatures) delivered by electronic communication shall have the same legal effect as physically delivered original signatures.

9. Notices

(a) **Notice Addresses.** Whenever this Agreement permits or requires that a notice, demand, request, consent, approval or other communication to be given by a Party (each, a "Notice"), and whenever either Party desires to give or serve a Notice, such Notice must be in writing and shall not be effective for any purpose unless it is in writing and given or served as follows: (a) by personal delivery (including by same day commercial courier or messenger service) with receipt acknowledged; (b) delivered by reputable, national overnight delivery service (with its confirmatory receipt therefor), next Business Day delivery specified; or (c) sent by a telephonic facsimile transmitting machine (with the receipt of such transmittal

acknowledged in writing or by telephone, and with a confirmatory copy to be delivered thereafter by duplicate notice in accordance with either clause (a) or (b) of this Section 9; in each case to the Parties at the following addresses:

If to Master Developer:

Related Santa Clara, LLC
c/o the Related Companies
60 Columbus Circle
New York, NY 10023
Attn: Joshua Young

and

Related Santa Clara
5201 Great America Parkway, Suite 532
Santa Clara, California 95054
Attn: Chief Legal Officer

With a copy to:

Gibson, Dunn & Crutcher LLP
555 Mission Street
San Francisco, CA 94105
Attn: Neil H. Sekhri, Esq.

If to City:

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: City Manager

With a copy to:

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: City Attorney

A Party may change the address(es) to which any Notice is to be delivered to such Party by furnishing ten (10) days' written notice of such change(s) to the other Parties in accordance with the provisions of this Section 9. The attorney for any Party may send Notices on that Party's behalf.

To be effective, every notice given to a Party under the terms of this Agreement must be in writing and must state (or must be accompanied by a cover letter that states) substantially the following: (a) the Section of this Agreement under which the notice is given; (b) if applicable, the action or response required; (c) if applicable, the period of time within which the recipient of the notice must respond thereto; (d) if applicable, the period of time within which the recipient of the notice must cure an alleged breach; (e) if Approval is being requested, shall be clearly marked "Request for Approval"; and (f) if a notice of a disapproval or an objection that requires reasonableness, shall specify with particularity the reasons for the disapproval or objection.

(b) When Notices Deemed Given. Every Notice shall be deemed to have been given or served (a) if given by hand or overnight delivery service, upon delivery thereof, or (b) if given by telephonic facsimile transmitting machine, upon delivery by such means to the addressee if delivered before 5:00 pm (in the recipient's time zone) on a Business Day, otherwise on the next Business Day, regardless of the timing of receipt of any confirmatory copy, in each case with failure to accept delivery to constitute delivery for such purpose and with inability to deliver because of changed address of which no Notice was given under this Section 9 to constitute delivery for such purpose (provided, that, the sending Party shall use good faith efforts to deliver to any other address of the intended recipient known to the sending Party).

/SIGNATURES ON FOLLOWING PAGE./

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

CITY

CITY OF SANTA CLARA,
a California chartered municipal corporation

By: _____

Name: Deanna J. Santana

Title: City Manager

Approved as to form:

By: _____

Name: _____

Title: City Attorney

DEVELOPER

RELATED SANTA CLARA, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

PHASE 1 AND PHASE 2

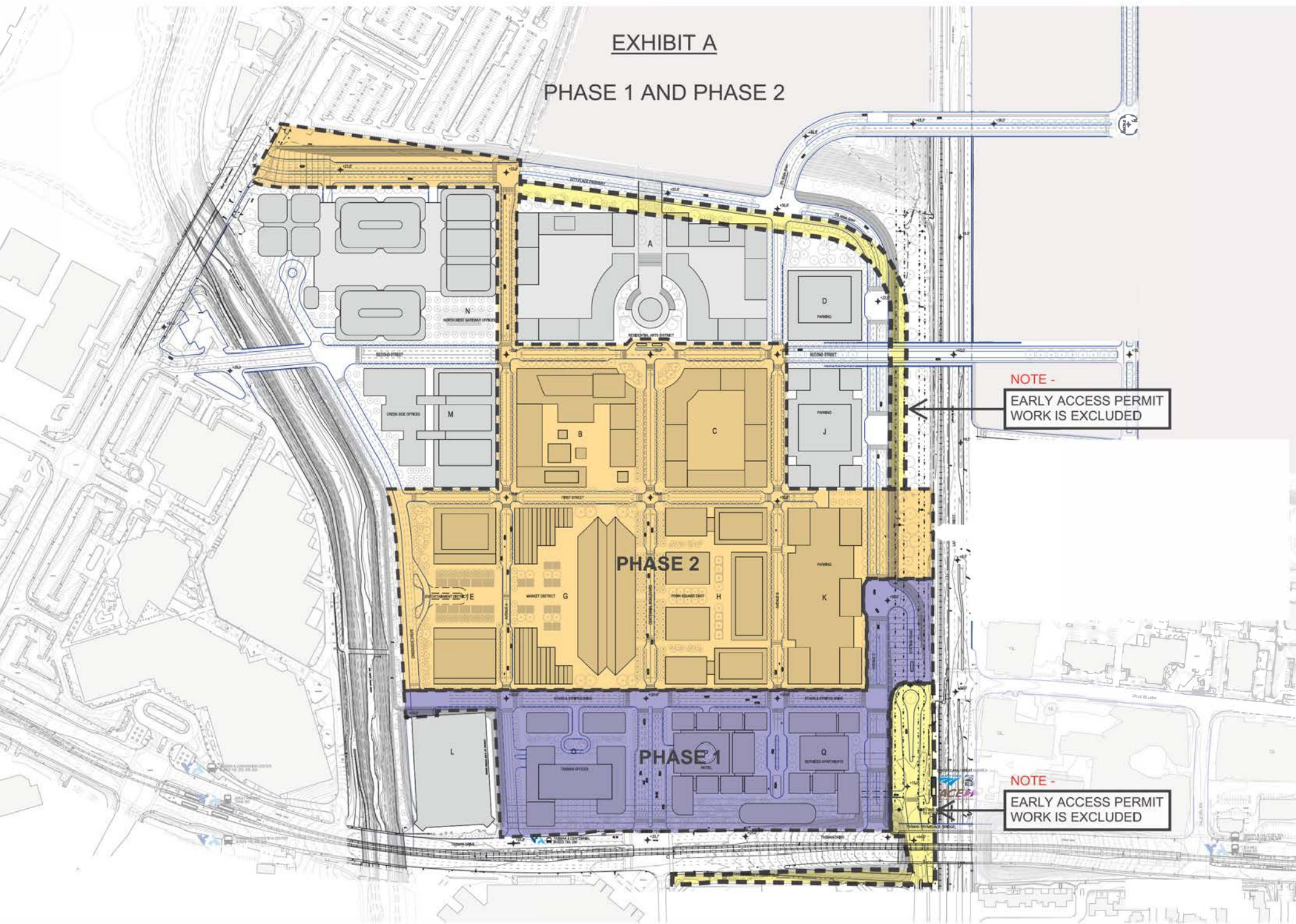


EXHIBIT B

CITY OF SANTA CLARA ADDITIONAL PERMIT STAFF FOR RELATED CITY PLACE PHASES 1 AND 2

<u>Staff Positions</u>	<u>2019 Estimated Combined Salary and Benefits</u>
Principal Engineer (Unit 9)	\$285,660
Senior Civil Engineer (Unit 4)	\$225,151
Associate Civil Engineer (Unit 4)	\$193,464
Public Works Inspector (Units 5, 7, 8)	\$173,436
Senior Plans Examiner (Units 5, 7, 8)	\$206,813
Senior Inspector (Units 5, 7, 8)	\$198,421
Fire Protection Engineer (Unit 10)	\$232,716
Deputy Fire Marshall (Unit 1)	\$298,111

*Salaries and benefits may change as a result of merit and range increases, adjustments to comparable staff salaries and benefits, and union negotiations.

EXHIBIT C

EXPEDITED PERMITS

Expedited Permits include requisite departmental Plan Review and Permit Issuance Fees paid to City's Building Department and Department of Public Works for the following:

BUILDING DEPARTMENT

Plan Review

- Building Plan Review (Including MEP) Fee
- Fire Plan Review Fee

Permit Fees

- Building Permit Fee
- Electrical Permit Fee
- Mechanical Permit Fee
- Plumbing Permit Fee

DEPARTMENT OF PUBLIC WORKS

Encroachment Permit

- Engineering Plan Review Fee
- Engineering Inspection Fee

All fees that are not discounted as listed above shall be based upon the full permit value (not a discounted valuation).

EXHIBIT D

PERMIT WORK PROCESSING PROCEDURES

CP CENTER PERMIT WORK REVIEW TIMING REQUIREMENTS

City, Permit Expediting Staff and Third Party Consultant will complete the CP Center Permit Work in accordance with the timing and procedures set forth on Exhibits D-1, Exhibit D-2, Exhibit D-3, and Exhibit D-4 (the “**Review Timelines**”). As part of its Fee Proposal, each Third Party Consultant for permit and plan review shall review and assess the complexities of the permit package identified for submittal and affirm its commitment to achieve the Review Timelines. In the event that Developer and City agree that the volume or complexity of any particular permit/plan submittal requires more time than indicated in the Review Timelines, the parties shall mutually agree, in writing (which may be via email), to alternate review timelines for such permit package. If either Developer and/or City do not agree that the volume or complexity of a particular permit/plan submittal requires more time than indicated in the Review Timelines, then the Third Party Consultant shall complete the applicable CP Center Permit work in accordance with the Review Timelines.

CONCURRENT ON-LINE PLAN REVIEW

City, Permit Expediting Staff and Third Party Consultants shall work concurrently with Developer and its team during all stages of the CP Center Permit Work process, using integrated on-line review systems provided by the City, which provide Developer, Third Party Consultants and City with real time processing. The City will coordinate interdepartmental resources during CP Center Permit Work processing, including any necessary Permit Expediting Staff and Third Party Consultants.

PLAN REVIEW PROCESSING

For each Expedited Permit, Developer shall upload plans to an electronic database in PDF format via a secure server in accordance with the specific procedures provided by the applicable Third Party Consultant (the “**Plan Review Database**”). Each City staff member, Permit Expediting Staff and Third Party Consultant charged with review of the plans shall be notified immediately upon uploading of the plans to the Plan Review Database to begin their area specific plan review. Each plan review completed by the Third Party Consultants shall be provided to the Developer with a letter summarizing the Third Party Consultant’s red-lined comments, sent to (i) the Developer, (ii) the Architect of Record, (iii) the Engineer

of Record, (iv) the Landscape Architect, and (v) applicable City staff and Permit Expediting Staff. Plan review documentation completed by Third Party Consultants and the City, including comments and red-lined plan sheets, shall be scanned and uploaded to the Plan Review Database, consistent with the Review Timeline. Third Party Consultants shall meet with the Developer representative(s) and City staff to review comments to facilitate timely completion of the review process in accordance with the Review Timeline. Developer and its team (including architects and engineers) will work in good faith with the City and the Third Party Consultants as required to facilitate timely completion of the review process in accordance with the Review Timeline. Each plan review will follow the timing set forth in the Review Timeline. Any required plan review beyond the initial three (3) rounds assumed for the purposes of this Agreement shall follow the timeline applicable to the third plan review, as set forth in the Review Timeline. Upon completion of the plan review process, Developer shall provide digitally stamped plans to the City for final processing.

PERMIT PROCESSING

Upon completion of plan review, City will determine the applicable Expedited Permit fee in accordance with the Agreement and notify Developer. City will process the applicable Expedited Permit within ten (10) days from the completion of final plan review, as set forth in the Review Timeline, provided that pertinent requirements such as insurance and license fees have been satisfied.

STAFFING

Each Third Party Consultant engaged in plan review must be a State of California licensed professional engineer/architect or under the supervision of a licensed professional engineer/architect. Each Third Party Consultant engaged in plan review shall include a project team dedicated to all aspects of the applicable CP Center Permit Work, including the initial review and all subsequent reviews, to completion of the assigned CP Center Permit Work. Specialized qualified Third Party Consultants shall be assigned to each discipline, handling building, structural, MEP, fire, soils and geotechnical reviews. Third Party Consultant hours for plan review will be Monday through Friday, from 8:00 AM through 5:00 PM, not including City holidays.

CITY OF SANTA CLARA DISMOUNTED PERMITS - SUBJECT TO DISMOUNTED FE
PHASE 2 / DEVELOPMENT AREA PLAN

<u>Project Location / Building Department</u>	WS 1	WS 2	WS 3	WS 4	WS 5	WS 6	WS 7	WS 8	WS 9	WS 10	WS 11	WS 12	WS 13	WS 14	WS 15
Tasman Block O/Office	CdC - 3rd Party - 3rd Comments / 3 Weeks			AOR Response 2 Weeks		CdC - 3rd Party - 3rd Comments / 3 Weeks		AOR Response 2 Weeks		GSC - 3rd Party - 3rd Comments / 3 Weeks	AOR Response 3 Wks	Oty Proc & Reg / Permit Issue 2 Wks			
Tasman Block O/Office - Tenant Improvements	CdC - 3rd Party - 3rd Comments / 3 Weeks			AOR Response 3 Weeks		CdC - 3rd Party - 3rd Comments / 3 Weeks		AOR Response 2 Weeks		GSC - 3rd Party - 3rd Comments / 3 Weeks	AOR Response 3 Wk	Oty Proc & Reg / Permit Issue 2 Wks			
Tasman Block Q/City Work	CdC - 3rd Party - 3rd Comments / 3 Weeks			AOR Response 3 Weeks		CdC - 3rd Party - 3rd Comments / 3 Weeks		AOR Response 2 Weeks		GSC - 3rd Party - 3rd Comments / 3 Weeks	AOR Response 3 Wk	Oty Proc & Reg / Permit Issue 2 Wks			
Tasman Block Q/Retail	CdC - 3rd Party - 3rd Comments / 3 Weeks			AOR Response 3 Weeks		CdC - 3rd Party - 3rd Comments / 3 Weeks		AOR Response 3 Weeks		GSC - 3rd Party - 3rd Comments / 3 Weeks	AOR Response 3 Wks	Oty Proc & Reg / Permit Issue 3 Wks			
Tasman Block Q/Retail - Tenant Improvements	CdC - 3rd Party - 3rd Comments / 3 Weeks			AOR Response 3 Weeks		CdC - 3rd Party - 3rd Comments / 3 Weeks		AOR Response 3 Weeks		GSC - 3rd Party - 3rd Comments / 3 Weeks	AOR Resp 3 wks + 1 Wk	Oty Proc & Reg / Permit Issue 3 Wks +			
Tasman Block Q/Food & Beverage	CdC - 3rd Party - 3rd Comments / 3 Weeks			AOR Response 3 Weeks		CdC - 3rd Party - 3rd Comments / 3 Weeks		AOR Response 2 Weeks		GSC - 3rd Party - 3rd Comments / 3 Weeks	AOR Response 3 Wks	Oty Proc & Reg / Permit Issue 2 Wks			
Tasman Block Q/Food & Beverage - Tenant Improvements	CdC - 3rd Party - 3rd Comments / 3 Weeks			AOR Response 3 Weeks		CdC - 3rd Party - 3rd Comments / 3 Weeks		AOR Response 2 Weeks		GSC - 3rd Party - 3rd Comments / 3 Weeks	AOR Response 3 Wk	Oty Proc & Reg / Permit Issue 3 Wks			
Tasman Block P/Hotel	CdC - 3rd Party - 3rd Comments / 3 Weeks			AOR Response 3 Weeks		CdC - 3rd Party - 3rd Comments / 3 Weeks		AOR Response 3 Weeks		GSC - 3rd Party - 3rd Comments / 3 Weeks	AOR Resp 3 wks + 1 Wk	Oty Proc & Reg / Permit Issue 2 Wks +			
Tasman Block P/Hotel Interiors	CdC - 3rd Party - 3rd Comments / 3 Weeks			AOR Response 2 Weeks		CdC - 3rd Party - 3rd Comments / 3 Weeks		AOR Response 2 Weeks		GSC - 3rd Party - 3rd Comments / 3 Weeks	AOR Response 3 Wks	Oty Proc & Reg / Permit Issue 2 Wks			
Tasman Block P/Site Work	CdC - 3rd Party - 3rd Comments / 3 Weeks			AOR Response 3 Weeks		CdC - 3rd Party - 3rd Comments / 3 Weeks		AOR Response 3 Weeks		GSC - 3rd Party - 3rd Comments / 3 Weeks	AOR Resp 3 wks + 1 Wk	Oty Proc & Reg / Permit Issue 2 Wks +			
Tasman Block Q/Extended Stay	CdC - 3rd Party - 3rd Comments / 3 Weeks			AOR Response 3 Weeks		CdC - 3rd Party - 3rd Comments / 3 Weeks		AOR Response 2 Weeks		GSC - 3rd Party - 3rd Comments / 3 Weeks	AOR Resp 3 wks + 1 Wk	Oty Proc & Reg / Permit Issue 2 Wks +			
Tasman Block Q/Retail	CdC - 3rd Party - 3rd Comments / 3 Weeks			AOR Response 3 Weeks		CdC - 3rd Party - 3rd Comments / 3 Weeks		AOR Response 2 Weeks		GSC - 3rd Party - 3rd Comments / 3 Weeks	AOR Resp 3 wks + 1 Wk	Oty Proc & Reg / Permit Issue 2 Wks +			
Tasman Block Q/Retail - Tenant Improvements	CdC - 3rd Party - 3rd Comments / 3 Weeks			AOR Response 3 Weeks		CdC - 3rd Party - 3rd Comments / 3 Weeks		AOR Response 3 Weeks		GSC - 3rd Party - 3rd Comments / 3 Weeks	AOR Resp 3 wks + 1 Wk	Oty Proc & Reg / Permit Issue 3 Wks +			
Tasman Block Q/Event-Office	CdC - 3rd Party - 3rd Comments / 3 Weeks			AOR Response 3 Weeks		CdC - 3rd Party - 3rd Comments / 3 Weeks		AOR Response 3 Weeks		GSC - 3rd Party - 3rd Comments / 3 Weeks	AOR Resp 3 wks + 1 Wk	Oty Proc & Reg / Permit Issue 3 Wks +			
Tasman Block Q/Event-Office - Tenant Improvements	CdC - 3rd Party - 3rd Comments / 3 Weeks			AOR Response 3 Weeks		CdC - 3rd Party - 3rd Comments / 3 Weeks		AOR Response 2 Weeks		GSC - 3rd Party - 3rd Comments / 3 Weeks	AOR Resp 3 wks + 1 Wk	Oty Proc & Reg / Permit Issue 3 Wks +			
Tasman Block Q/Event-Office - Event Space	CdC - 3rd Party - 3rd Comments / 3 Weeks			AOR Response 3 Weeks		CdC - 3rd Party - 3rd Comments / 3 Weeks		AOR Response 2 Weeks		GSC - 3rd Party - 3rd Comments / 3 Weeks	AOR Resp 3 wks + 1 Wk	Oty Proc & Reg / Permit Issue 3 Wks +			

Project Location / Department or Public Works		WB 1	WB 2	WB 3	WB 4	WB 5	WB 6	WB 7	WB 8	WB 9	WB 10	WB 11	WB 12	WB 13	WB 14	WB 15	WB 16	WB 17	WB 18	WB 19	WB 20	WB 21	WB 22									
Public Streets & Utilities	CEC + 2nd Party - 1st Consents / 4 Weeks	ADR Response 3 Weeks					CEC + 2nd Party - 2nd Consents / 4 Weeks					ADR Response 3 Weeks					CEC + 2nd Party - 3rd Consents / 3 Weeks					ADR Response 3 Weeks					CEC + 2nd Party - 4th Consents / 2 Weeks		ADR Response 3 Weeks		On Process / Permits and 2 mths	

EXHIBIT 2
CITY of SANTA CLARA DISCOUNTED PERMITS - SUBJECT TO DISCOUNTED FEE
PHASE 2 / DEVELOPMENT AREA PLAN / INFRASTRUCTURE

Project Location / Department of Public Works

LFG & Grading

Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15
Cd/C + 3rd Party - 1st Comments / 3 Weeks			ADR Response 2 Weeks			Cd/C + 3rd Party - 2nd Comments / 3 Weeks			ADR Response 2 Weeks		Cd/C + 3rd Party - 3rd Comments / 3 Weeks		ADR Response 1 Wk	City Processing / Permit Issued 1 Wk

Structural - On/Off Platform

Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15	Wk 16	Wk 17
Cd/C + 3rd Party - 1st Comments / 4 Weeks				ADR Response 3 Weeks		Cd/C + 3rd Party - 2nd Comments / 4 Weeks				ADR Response 3 Weeks		Cd/C + 3rd Party - 3rd Comments / 3 Weeks		ADR Response 2 Wk	City Processing / Permit Issued 2 Wks	

Public Streets & Utilities

Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15	Wk 16	Wk 17	Wk 18	Wk 19	Wk 20	Wk 21	Wk 22
Cd/C + 3rd Party - 1st Comments / 4 Weeks				ADR Response 3 Weeks		Cd/C + 3rd Party - 2nd Comments / 4 Weeks				ADR Response 3 Weeks		Cd/C + 3rd Party - 3rd Comments / 3 Weeks			ADR Response 3 Weeks		Cd/C + 3rd Party - 4th Comments / 3 Weeks		ADR Response 1 Wk	City Processing / Permit Issued 2 Wks	

EXHIBIT 0-3

[illegible]

EXHIBIT D-4
CITY OF SANTA CLARA DISCOUNTED PERMITS - SUBJECT TO DISCOUNTED FEE
PHASE 2/ DEVELOPMENT AREA PLAN

Project location / Building Department	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15
Block B / Hotel	CoSC + 3rd Party - 1st Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 2nd Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 3rd Comments / 2 Weeks		AOR Response 1 Wk	City Processing / Permit Issued 2 Wks	
Block B / Hotel Interiors	CoSC + 3rd Party - 1st Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 2nd Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 3rd Comments / 2 Weeks		AOR Response 1 Wk	City Processing / Permit Issued 2 Wks	
Block B / Retail	CoSC + 3rd Party - 1st Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 2nd Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 3rd Comments / 2 Weeks		AOR Response 1 Wk	City Processing / Permit Issued 2 Wks	
Block B / Retail - Tenant Improvements	CoSC + 3rd Party - 1st Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 2nd Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 3rd Comments / 2 Weeks		AOR Response 1 Wk	City Processing / Permit Issued 2 Wks	
Block B / Food & Beverage	CoSC + 3rd Party - 1st Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 2nd Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 3rd Comments / 2 Weeks		AOR Response 1 Wk	City Processing / Permit Issued 2 Wks	
Block B / Food & Beverage - Tenant Improvements	CoSC + 3rd Party - 1st Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 2nd Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 3rd Comments / 2 Weeks		AOR Response 1 Wk	City Processing / Permit Issued 2 Wks	
Block B / Residential	CoSC + 3rd Party - 1st Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 2nd Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 3rd Comments / 2 Weeks		AOR Response 1 Wk	City Processing / Permit Issued 2 Wks	
Block B / Site Work	CoSC + 3rd Party - 1st Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 2nd Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 3rd Comments / 2 Weeks		AOR Response 1 Wk	City Processing / Permit Issued 2 Wks	
Block C / Residential	CoSC + 3rd Party - 1st Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 2nd Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 3rd Comments / 2 Weeks		AOR Response 1 Wk	City Processing / Permit Issued 2 Wks	
Block C / Retail	CoSC + 3rd Party - 1st Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 2nd Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 3rd Comments / 2 Weeks		AOR Response 1 Wk	City Processing / Permit Issued 2 Wks	
Block C / Retail - Tenant Improvements	CoSC + 3rd Party - 1st Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 2nd Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 3rd Comments / 2 Weeks		AOR Response 1 Wk	City Processing / Permit Issued 2 Wks	
Block C / Food & Beverage	CoSC + 3rd Party - 1st Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 2nd Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 3rd Comments / 2 Weeks		AOR Response 1 Wk	City Processing / Permit Issued 2 Wks	
Block C / Food & Beverage - Tenant Improvements	CoSC + 3rd Party - 1st Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 2nd Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 3rd Comments / 2 Weeks		AOR Response 1 Wk	City Processing / Permit Issued 2 Wks	
Block C / Site Work	CoSC + 3rd Party - 1st Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 2nd Comments / 3 Weeks			AOR Response 2 Weeks		CoSC + 3rd Party - 3rd Comments / 2 Weeks		AOR Response 1 Wk	City Processing / Permit Issued 2 Wks	