TO: MAYOR AND TOWN COUNCIL

FROM: DAVID BRACKEN, TOWN MANAGER

SUBJECT: DISCUSSION RELATED TO THE GRAVEL PARKING LOT AND STATUS REPORT ON THE PROPOSED RESTORATION HARDWARE PROJECT AT THE VILLAGE SHOPPING CENTER

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PURPOSE:

This item is presented to the Town Council in order to receive public input on the proposed expansion of Restoration Hardware as it relates to their use of the gravel lot located immediately north of the Village Shopping Center.

TOWN MANAGER'S RECOMMENDATION:

Staff is not asking the Town Council to take any action on this item and therefore has no recommendation to make.

FISCAL IMPACT:

Not applicable at this time.

CEQA STATUS:

Not applicable at this time. Environmental review will occur prior to any disposition of the gravel lot or Restoration Hardware project.

BACKGROUND/DIscussion:

As noted above this item relates to a proposed expansion of Restoration Hardware at the Village Shopping Center and their proposal to use the Town owned gravel lot immediately north of the shopping center for their parking requirements. Planning Director Adam Wolff will provide a verbal description of the proposed expansion and the application process involved. This will include, among other things, information on the
size of the proposed expansion, the number of additional parking spaces that would be required by the expanded retail floor space and how required parking for retail is calculated, the number of existing parking spaces lost due to the expansion, the number of existing parking spaces at the Village, the parking capacity of the gravel lot assuming the lot is paved and striped, etc.

The attached documents should be helpful in this discussion and hopefully will answer some of the questions that have been or will be brought up:

- **Attachment 1: Agreement to Pay $100,000 for Extension of Right to Purchase Habitat Site.** This agreement was entered into on December 18, 1995 between the Town and JMB/CM Village Associates, owners of the shopping center at the time. It stipulates that the owners of the shopping center desire the Town to purchase the gravel lot to be used for public parking and environmental protection purposes, to approve assessment districts and issue bonds for the acquisition, improvement, and maintenance of the Habitat Site (now referred to as the gravel lot), and that the owners of the Village will pay back the bonds issued for these purposes.

- **Attachment 2: Purchase and Sale Agreement.** This agreement was entered into on December 27, 1995 between the Town and General Electric Capital Corporation. It stipulates the terms of the sale of the Habitat Site. It notes, among other things, a purchase price of $1,300,000.

- **Attachment 3: Grant Deed and Resolution No.2860.** These documents are the grand deed transferring title of the Habitat Site from General Electric Capital Corporation to the Town of Corte Madera, along with a resolution authorizing the Interim Town Manager to execute a certificate of acceptance of the property.

- **Attachment 4: Parcel Map of the Village.** The Habitat Site is shown as Parcel 1 on this map.

- **Attachment 5: Resolutions 2850, 2851, 2852, 2853, 2854, 2855, 2856, 2857, 2858, and 2981 (with miscellaneous data attached).** These Resolutions establish the assessment districts and the issuance of bonds for the acquisition, improvement, and maintenance of the Habitat Site. Note that in the attachment to Resolution No. 2856 the bond purchase contract was for $2,200,000, and in Resolution No. 2981 the annual maintenance assessment is $10,000.

- **Attachment 6: Letter of Interest from Macerich dated November 9, 2015.** This letter expresses Macerich’s interest in acquiring the Gravel Lot from the Town.

- **Attachment 7: Email from Perkins Cole dated 12/09/2015.** This email expresses the need for Restoration Hardware to acquire (or lease long term) the Gravel Lot in order to proceed with their expansion plans.
Attachment 1: Agreement to Pay $100,000 for Extension of Right to Purchase Habitat Site.
AGREEMENT TO PAY $100,000 FOR EXTENSION OF RIGHT TO PURCHASE HABITAT SITE

THIS AGREEMENT is entered into on December 18, 1995, by and between the Town of Corte Madera, a municipal corporation ("Town") and JMB/CH Village Associates, a California General Partnership ("Associates").

RECITALS

A. The Associates, Macy's California, Inc., and Nordstrom, Inc. (collectively referred to as the "Village owners") desire to have that certain property commonly known as the Habitat Site (A.P. # 24-032-19) ("Habitat Site") used for parking purposes.

B. The Town desires to use the Habitat Site only for, among other reasons, public parking and environmental protection purposes.

C. The Village owners propose that the Town (1) acquire the Habitat Site for the above purposes, (2) approve assessment districts and issue bonds for the acquisition, improvement and maintenance of the Habitat Site, (3) as part of said assessment district proceedings, assess the Village owners' properties to pay back the bonds issued as a result thereof, and (4) improve and maintain the Habitat Site for the above-stated purposes.

D. In furtherance of the Village owners' proposal, the Town has offered to purchase the Habitat Site from its current owner, General Electric Capital Corporation, a New York Corporation, ("GECC") and has incurred and will incur costs in negotiating the purchase agreement, investigating the conditions of the Habitat Site, designing and planning the improvements for the Habitat Site and performing other tasks necessary to the fulfillment of the proposal described in paragraph C above (such costs, "up front costs", and such work "up front work").

E. The Town and GECC have not yet executed a purchase agreement for the Habitat Site. The assessment districts mentioned above have not been approved. No bonds have been issued.

F. GECC has informed the Town and the Village owners that GECC will not entertain any further offers from the Town to acquire the Habitat Site and will not allow escrow to close on any purchase agreement which might be entered into beyond December 1995, unless GECC is paid, by December 18, 1995, $100,000 as a nonrefundable deposit, to be credited against the purchase price for the Habitat Site.

G. The Associates is agreeable to paying said $100,000 and
debt instruments issued as part of said districts' formation shall be secured by property owned by the Village owners and located at the Village Shopping Center, Corte Madera, California, and described in Exhibit "B" attached hereto and made a part hereof. The said debt instruments need not be tax-exempt.

A. If the Town fails to approve said assessment districts due to no fault of any other person or entity, within 60 days after the Town Council determines it will not approve said districts, the Town shall reimburse the Associates $100,000, without interest.

B. Notwithstanding anything to the contrary stated herein, if the Town approves said assessment districts, the Town will, under no circumstances, be liable to pay to or reimburse the Associates, or any other party, the $100,000.

C. If the Associates or any of the Village owners protests the formation or any other aspect of any of the said assessment districts, or takes any other action or fails to take any reasonable action, which said conduct, in whole or in part, prevents any of the said districts from being formed, prevents the levy of the assessments, prevents the issuance of the requisite debt instruments or bonds, prevents any other aspect of said districts from being consummated, and/or delays any action necessary to be taken to consummate said districts beyond March 29, 1996, the Town shall not be liable to pay to or reimburse the Associates the said $100,000.

5. If the Town and GECC are unable to reach agreement on the terms and conditions of an agreement to purchase the Habitat Site, as long as GECC has paid the Town said $100,000, the Town will pay or reimburse the Associates said $100,000, without interest.

6. If the Town, exercising good faith, cancels or terminates any agreement entered into with GECC to purchase the Habitat Site in accordance with the terms and conditions of said agreement, the Town shall not be liable to pay or reimburse the Associates said $100,000.

7. If the Town cancels or terminates any agreement entered into with GECC to purchase the Habitat Site and said cancellation or termination violates the terms and conditions of said agreement, within 60 days of said cancellation or termination the Town shall pay or reimburse the Associates said $100,000, without interest.

8. Notwithstanding anything to the contrary stated herein,
15. Each individual executing this agreement, or its counterpart, on behalf of a corporation or other entity, warrants that he/she is authorized to do so and that this agreement constitutes the legally binding obligation of the entity which he/she represents.

16. This agreement may be executed in counterparts, each of which shall be deemed an original and all of which constitute one agreement notwithstanding the fact that all parties are not signatories either on the same date or to the same counterpart.

17. The Recitals to this Agreement constitute a part of this Agreement. All understandings and agreements heretofore made between the parties hereto are merged in this agreement, which alone fully and completely expresses the agreement of the parties as to the subject matter addressed herein.

18. This writing is intended both as the final expression of the agreement between the parties hereto with respect to included terms and a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure, section 1576. No modification hereof shall be effective unless and until such modification is evidenced by a writing signed by all parties to this agreement.

19. Time is of the essence in this agreement and each of its provisions and failure to comply with this provision shall be a material breach of this agreement.

IN WITNESS WHEREOF the parties hereto executed this agreement on the date first written above.

TOWN OF CORTE MADERA

BY: [Signature]

MICHAEL GUYER, TOWN MANAGER

JMB/CM Village Associates,
a California general partnership

BY: Midway Associates,
a California general partnership,
as general partner

BY: Ernest W. Hahn, Inc.
a California corporation,
as general partner

By: [Signature]
Name: William H.W. Doyle
Attachment 2: Purchase and Sale Agreement.
PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made as of December 27, 1995, by and between General Electric Capital Corporation, a New York Corporation, ("Seller"), and the Town of Corte Madera ("Buyer"), with reference to the following facts:

A. Seller is the owner of that certain parcel of land bearing AP# 24-032-19 and located in the Town of Corte Madera, County of Marin, State of California, more particularly described in Exhibit "A" hereto and made a part hereof ("the Land"). The Land is unimproved.

B. Buyer desires to purchase from Seller and the Seller desires to sell to Buyer the "Property" (as hereinafter defined in Section 1.2) on the terms and conditions set forth herein.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I

PROPERTY

1.1 Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

1.1.1 Land. The Land; and

1.1.2 Appurtenances. All rights, privileges and easements appurtenant to that portion of the Land being conveyed hereby, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the Land (to the extent owned by Seller) as well as all development rights, air rights, water, water rights and water stock relating to the Land and any other easements, rights of way or appurtenances, used in connection with the beneficial use and enjoyment of the Land (all of which are collectively referred to as the "Appurtenances").

1.2 "Property" and "Real Property" Defined. All of the items described in Sections 1.1.1 and 1.1.2 above are hereinafter collectively referred to as the "Property".

ARTICLE II

PURCHASE PRICE

2.1 Purchase Price. The purchase price (the "Purchase Price") for the Property shall be One Million Three Hundred Thousand Dollars ($1,300,000.00).
2.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) One hundred thousand dollars shall be paid to Seller on or before December 18, 1995, which said sum has been paid and the receipt of which is acknowledged by Seller. Said $100,000 shall be credited against the purchase price.

(b) On the Closing Date $1.2 million will be paid by Buyer in cash.

ARTICLE III

TITLE TO PROPERTY

3.1 Title to Real Property. At the Closing, Seller shall convey to Buyer fee simple title to the Real Property by execution and delivery of a Grant Deed in a form acceptable to Buyer. On the Closing Date, Buyer shall receive from a title insurance company acceptable to Buyer (the "Title Company" or "Escrow Holder") a CLTA Owner’s Policy of Title Insurance with liability in the full amount of the Purchase Price, insuring fee simple title to the Real Property in Buyer, subject only to exceptions approved by Buyer as provided in Section 4.1 hereof, together with such endorsements as may be reasonably requested by Buyer. Indemnification of the Title Company to induce it to insure any otherwise unpermitted exception to title shall not be allowed except with the prior written consent of Buyer after full disclosure to Buyer of the nature and substance of such exceptions and indemnity.

3.2 As Is, Where Is, Sale. Buyer acknowledges that the Property is property obtained by Seller by foreclosure of a loan regularly made by Seller through its lending activities and that Seller has not performed any investigations of the Property nor operated the Property (other than to act as landlord under the lease described in Section 4.1.2 below). Buyer acknowledges and agrees that the Property is unimproved land presently used by the lessee for parking, and that Buyer is acquiring the Property "AS IS, WHERE IS" in its present state and condition, with all faults of any kind or nature existing on the Property, and that no representation or warranty is made by Seller as to any matter respecting the Property, including, but not limited to, the suitability of the Property for Buyer’s intended use or any other development. Buyer acknowledges that it has had or will have the opportunity to make such independent investigations as it deems necessary or appropriate concerning the Property and the condition thereof, including without limitation the presence or absence of any Hazardous Materials.
ARTICLE IV

CONDITIONS OF CLOSING

4.1 Conditions to Buyer’s Obligations. Buyer’s obligation to purchase the Property under this Agreement is subject to the fulfillment, no later than seven (7) days prior to the Closing, of each of the following conditions, each of which is for the benefit of Buyer and any or all of which may only be waived by Buyer in writing at its option.

4.1.1 Approval of Title. Buyer’s receipt and approval of the following:

(a) a current CLTA preliminary title report with respect to the Property, accompanied by legible copies of all documents referred to in the report; and

(b) a statement of (and, if available, copies of) any other matters of any nature of which Seller has knowledge and which affect title to any part of the Property, whether or not of record and whether or not visible or ascertainable by inspection of the Property, and whether or not otherwise known to Buyer.

Buyer shall advise Seller within 10 business days after actual receipt of the report and all such materials, what exceptions to title, if any, will and will not be accepted by Buyer. Seller shall have 5 business days after receipt of Buyer’s objections to give Buyer notice: (i) that Seller will use its best effort to remove any objectionable exceptions from title and provide Buyer with evidence satisfactory to Buyer of such removal, or Seller will provide Buyer with evidence satisfactory to Buyer that said exceptions will be removed on or before the Closing; or (ii) that Seller elects not to cause such exceptions to be removed. If Seller gives Buyer notice under clause (ii), Buyer shall have 5 business days to notify Seller of Buyer’s election (y) to proceed with the purchase of and take the Property subject to such exceptions but otherwise pursuant to the terms of this Agreement, or (z) to terminate this Agreement with all parties bearing their own costs and fees, except that Seller shall pay for all escrow fees and title insurance costs. If Buyer shall fail to give Seller notice of its election within said 5 business days, Buyer shall be deemed to have elected to terminate this Agreement, and each party shall bear their own costs incurred under this Agreement. If Seller shall give notice pursuant to clause (i) and shall fail to remove any such objectionable exceptions from title prior to the Closing Date, Buyer may terminate this agreement with all parties bearing their own costs and fees, except that Seller shall pay for all escrow fees and title insurance costs incurred to the date of
termination, or may waive its objections and take title subject to such objectionable exceptions.

4.1.2 Inspection by Buyer. Buyers' approval after receipt of the following:

(a) Copy of the lease and amendments thereto, if any, and all material records relating to the lease. In this connection, Seller warrants that (i) there is only one such lease and it is between Seller and the Hahn Company, (ii) a copy of said lease (and any amendment) will be provided to Buyer by no later than January 12, 1996 and (iii) said lease is in full force and effect and that no party to said lease is in default thereunder. February 28, 1996

(b) Copies or originals of all writings in Seller's possession or under its control pertaining to the condition of the Property or any improvements on the Property. Said writings shall be delivered to Buyer by no later than January 12, 1996.

4.1.3 Establishment of Funding Mechanism. Buyer's establishment and approval of mechanisms or means (and the passage of any statute of limitations applicable to same without initiation of litigation challenging same) by which the Buyer shall be assured a source, other than itself, of funds necessary to pay and/or reimburse itself for (i) the purchase price specified herein, (ii) all costs incurred by Buyer in connection with this Agreement, (iii) all costs of improving the Property, and (iv) all costs of maintaining the Property and its improvements. Evidence of the fulfillment of this condition shall be written notice to that effect prepared and signed by Buyer and delivered to Seller. Including the taxes and assessments described in Section 5.8(a).

4.1.4 Physical Characteristics of the Property.

(a) Inspection. Buyer's review and approval of the physical characteristics of the Property. In this connection, Buyer's obligation to purchase the Property shall be conditioned upon Buyer's approval of the conditions stated in this Section 4.1.4 no later than seven (7) days before the Closing Date (the "Inspection Period"). These conditions shall be deemed to be accepted unless Buyer, on or before the expiration of the Inspection Period, gives written notice of its dissatisfaction to Seller.

(b) Physical Condition. Buyer shall have approved, in its sole and absolute discretion, all matters concerning the condition of the Property, the presence or absence on, under or upon the Property of any Hazardous Materials (as defined below), any problems associated with Hazardous Materials
and the results of any physical inspections, surveys, tests and
studies to determine the presence or absence of Hazardous
Materials, any problem involving Hazardous Materials or any other
matter investigated with respect to the Property.

(c) Tests; Access; Indemnity. During the
Inspection Period, Buyer and its agents shall have access to and
Seller hereby grants to Buyer and its agents access to the
Property and each part thereof for inspecting, surveying,
testing, engineering and evaluating the Property to determine the
nature, existence, absence and extent of any Hazardous Materials,
any problems associated with Hazardous Materials on the Property
or any other matter or condition of the Property. Buyer shall
provide Rick Brown (714/753-5710) at least five (5) business days
advance notice of the number, depth, and location of any and all
borings and/or samplings Buyer intends to perform on the
Property. Buyer shall leave the Property in nearly the same
condition and repair upon completion of any tests, studies or
entry pursuant to this section and keep the Property free from
liens relating to or arising out of such tests, studies or
entries. Buyer shall indemnify and hold Seller harmless from any
loss or liability resulting from any entry on the Property
pursuant to this section. Buyer shall have no duty to Seller to
guard against or clean up any hazardous waste or Hazardous
Materials, except to the extent such waste or materials are
brought onto the Property by Buyer or Buyer’s agents as part of
said inspections.

(d) Disclosure of Findings. Within forty-
eight (48) hours after receiving any written reports pertaining
to Hazardous Materials on the Property, Buyer shall mail a copy
of said report to Seller at Anne H. Duncan, McDermott, Will &
Emery, 1301 Dove Street, Suite 500, Newport Beach, CA 92660, and
Buyer shall keep the findings of said report confidential (and so
instruct its agents and contractors preparing the report) unless
otherwise required by applicable law.

4.1.5 Governmental Permits, Approvals and
Regulations. Buyer’s review and approval of all governmental
permits and approvals obtained or held by Seller and relating to
the construction, operation, use or occupancy of any part of the
Property, and all zoning, land-use, subdivision, environmental,
building and construction laws and regulations restricting or
regulating or otherwise affecting the use, occupancy or enjoyment
of the Property.

4.1.6 Accuracy of Representations. All of Seller’s
representations and warranties contained in or made pursuant to
this Agreement shall have been true and correct when made and
shall be true and correct as of the Closing Date, and Seller
shall have complied with all of Seller’s covenants and agreements contained in or made pursuant to this Agreement.

4.1.7 No Hazardous Materials. Buyer’s satisfaction that there are no Hazardous Materials on the Property and that the soils and other physical conditions of the Property are suitable to Buyer’s intended uses of the Property.

4.1.8 Foreign Investors. Buyer’s receipt of the affidavit, certification or notice required by Section 1445 of the Internal Revenue Code of 1954, as amended (the “Code”), and the Regulations pursuant thereto, in a form satisfactory, in Buyer’s sole judgment, to relieve Buyer of any potential transferee withholding liability under such Section. If Seller fails to deliver such affidavit, certification or notice to Buyer prior to or at the Closing, or Buyer has knowledge or receives notice of the falsity of such document, then the transaction shall be completed at the Closing but Buyer shall withhold ten percent (10%) of the “amount realized” (as set forth in the Regulations) by Seller and transmit it to the Internal Revenue Service Center, Philadelphia, PA 19255, all in accordance with Section 1445 and the Regulations pursuant thereto.

4.2 Buyer’s Remedies.

(a) The foregoing conditions contained in this Article IV are intended solely for the benefit of Buyer. If any of the foregoing conditions are not satisfied, Buyer shall have the right at its sole election either to waive the condition in question and proceed with the purchase of the Property pursuant to all of the other terms of this Agreement, reserving all of its other rights and remedies available to it under this Agreement or otherwise by law or in equity by reason of such failure of condition, or, in the alternative, to terminate this Agreement and receive all deposits (except for the deposit described in Section 2.2(a) which will not be refundable upon such termination), plus interest, made by the Buyer into escrow.

(b) Notwithstanding anything to the contrary stated elsewhere in this Agreement, in the event of a breach by Seller of any of its covenants, representations, warranties or other agreements set forth in this Agreement, Buyer may elect (i) nevertheless to proceed with the purchase of the Property, reserving all of its other rights and remedies available to it under this Agreement or otherwise at law or in equity including, without limitation, the right of specific performance, the right to collect damages for such breach and the right to the survivability of the Seller’s warranties, and the indemnification as provided in Section 8.1, or (ii) to terminate this Agreement by written notice to Seller delivered prior to Closing, and upon such termination, Buyer shall be paid by Seller the sum described
in Section 2.2(a) whether or not said sum is deposited into escrow and be refunded all of its deposits into escrow, and relieved of all further obligations hereunder.

(c) In the event Buyer elects to terminate this Agreement pursuant to this Section 4.2, Seller shall pay, within five (5) business days of Buyer's written demand, all title and escrow charges and all other of Buyer's costs incurred, and, except as otherwise expressly provided in this Section 4.2, neither party shall have any further rights or obligations under this Agreement.

4.3 Seller's Remedies.

(a) Notwithstanding anything to the contrary elsewhere stated in this Agreement, in the event of a breach by Buyer of any of its covenants, representations, warranties or other agreements set forth in this Agreement, Seller (i) may elect to terminate this Agreement by written notice to Buyer delivered prior to Closing, and upon such termination, Seller shall be relieved of all further obligations hereunder; and (ii) recover from and be paid by Buyer the liquidated damages amount specified in Section 4.4.

4.4 Liquidated Damages. By INITIALING THIS SECTION, BUYER AND SELLER AGREE THAT SHOULD A BREACH OF THIS AGREEMENT BY BUYER RESULT IN THE FAILURE BY THE OTHER PARTY TO CONSUMMATE THE PURCHASE OF THE PROPERTY, SELLER’S ACTUAL DAMAGES WOULD BE DIFFICULT AND IMPractical TO ASCertain. BUYER AND SELLER AGREE THAT ONE HUNDRED THOUSAND DOLLARS ($100,000.00) IS A REASONABLE ESTIMATE OF ACTUAL DAMAGES SHOULD SUCH BREACH BY BUYER RESULT IN THE FAILURE BY THE OTHER TO CONSUMMATE THE PURCHASE OF THE PROPERTY, AND SELLER SHALL BE ENTITLED TO SUCH AMOUNT AS LIQUIDATED DAMAGES — WHICH SHALL BE SELLER’S SOLE REMEDY AT LAW OR EQUITY. UPon EXECUTION OF THIS AGREEMENT, THE $100,000 DESCRIBED IN §2.2(A) SHALL BE RELEASED AND PAID OVER TO THE SELLER BY ANY ESCROW HOLDER HOLDING SAID SUM AT THAT TIME. IN THE EVENT OF THE BUYER’S BREACH OF THIS AGREEMENT REFERRED TO HEREIN, SELLER SHALL BE ENTITLED TO RETAIN SAID $100,000 AS ITS OWN PROPERTY WHICH SAID SUM SHALL BE THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS §4.4, AND THE BUYER SHALL NOT BE REQUIRED TO PAY TO SELLER ANY ADDITIONAL SUMS AS LIQUIDATED DAMAGES. SELLER WAIVES THE RIGHT TO SPECIFIC PERFORMANCE.

[Signatures]

Seller’s initials Buyer’s initials
ARTICLE V
CLOSING AND ESCROW

5.1 Deposit with Escrow Holder and Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Escrow Holder and this instrument shall serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

5.2 Closing.

(a) The closing hereunder (the "Closing") shall be held at the offices of First American Title Company at 600 Fifth Avenue, San Rafael, California. The closing shall take place on March 29, 1996 (the "Closing Date"). All documents shall be deemed delivered on the date the Deed is recorded. Said date may not be extended without the written approval of Seller.

(b) In the event the Closing does not occur on or before the Closing Date or as extended in accordance herewith, Escrow Holder shall, unless it is notified by both parties to the contrary within 5 days after the Closing Date, return to the depositor thereof items which may have been deposited hereunder.

5.3 Delivery by Seller to Escrow Holder. Prior to the Closing Date, Seller shall deliver to Escrow Holder the Deed, duly executed and acknowledged by Seller, in recordable form, and ready for recordation on the Closing Date.

5.4 Delivery by Seller to Buyer. At or before the Closing Seller shall deliver to Buyer the following:

(a) All documents referred to in Sections 4.1.2(a) and (b).

(b) Notices to tenants under the lease, advising the tenants of the sale of the Property and the tenants' obligations to pay all rent and tender all performance to Buyer, in a form acceptable to Buyer; duly executed by Seller;

(c) Such resolutions, authorizations, or other documents or agreements relating to Seller as shall be reasonably required in connection with this transaction;
(d) All books and records (or copies thereof), if any, relating to the operation and maintenance of the Property prior to the Closing Date;

(e) Any documents, instruments, data, records, correspondence or agreements, if any, called for hereunder which have not previously been delivered.

5.5 Delivery by Buyer to Escrow Holder. On the Closing Date, Buyer shall deliver to Escrow Holder the sum described in Section 2.2(b), less adjustments pursuant to Section 5.8.

5.6 Other Instruments. Seller and Buyer shall each deliver such other instruments as are reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

5.7 Close of Escrow.

(a) Provided that Escrow Holder has received the documents, instruments and funds described in Sections 5.3, 5.5 and 5.6 hereof, that Escrow Holder has not received written notice from Buyer or Seller that any of the conditions to Closing set forth in Article IV have not been satisfied or waived or that any of the representations and warranties made by Buyer or Seller are untrue either as of the date of this Agreement or as of the Closing Date and provided further the Title Company is able to deliver to Buyer the policy of title insurance described in Section 3.1 hereof, Escrow Holder is authorized and instructed at 8:00 a.m. on the Closing Date to:

(i) Record the Deed with the Marin County Recorder; and

(ii) Provide for the payment as set forth in Sections 2.2(b) and 5.8(e) to Seller, less (y) Seller's share of prorations.

Escrow Holder is instructed to request that the amount of the Documentary Transfer Tax due be shown on a separate paper and affixed to the Deed by the County Recorder after the permanent record is made.

5.8 Prorations and Apportionments.

(a) Seller warrants that there are no delinquent taxes or assessments owed on or by reason of the Property.

(b) All revenues and all expenses of the Property shall be prorated and apportioned as of 12:01 a.m. on the Closing Date, so that Seller shall bear all expenses with respect to the
Property and shall have the benefit of all income with respect to the Property through and including the period preceding the Closing Date. Any revenue or expense amount which cannot be ascertained with certainty as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates of such amount (other than reimbursements for operating expenses not billed currently to tenants) and shall be the subject of a final proration 30 days after the Closing Date or as soon thereafter as the precise amounts can be ascertained. A statement setting forth such agreed prorations shall be delivered to Escrow Holder. Escrow Holder shall not be required to calculate any prorations.

(c) Prepaid rents under the Leases shall be credited to Buyer. Credits for free rents, concessions, lease takeovers and similar matters not previously paid or satisfied prior to the Closing Date, shall be credited to Buyer. Rents in arrears will not be prorated, but will be paid to Seller by Buyer when collected by Buyer, such payment to occur every 30 days following the Closing Date. The first monies received by Buyer from each tenant after the Closing Date shall be applied first to current rent due (unless specifically otherwise designated by the tenant) and thereafter be applied to rent in arrears.

(d) Expenses to be prorated shall include taxes (including personal property taxes on Personal Property), water rates and sewer rates, if any, gas, electricity and other utility charges, any unfixed meter charges, if any (apportioned on the basis of the last meter reading), license and permit fees and other expenses customarily prorated. If possible, in lieu of prorating, utilities and other expenses shall be contracted for in the name of Buyer as of the Closing Date.

(e) Buyer shall not be responsible for any proration of the current real property taxes and outstanding bonds or assessments applicable to the Property after the close of escrow, according to applicable California law; provided, however, that Seller shall have no obligation for any such items and provided further than Buyer shall be responsible for obtaining any exemptions from such items as may be available to it under California law; provided, further, however, that notwithstanding anything to the contrary stated hereinabove, upon the Closing Date and only if Closing occurs, Buyer shall pay for all real property taxes and real property assessments applicable to the Property which accrue from December 28, 1995, until close of escrow, provided that the amount of said payment can be and is included in the assessments to be approved and imposed pursuant to the funding mechanism described in Section 4.1.2.
5.9 Computation of Certain Prorations.

(a) Final proration of percentage rents and similar apportionable items, which are dependent for their calculation upon economic performance over a specified interval of time shall be accomplished as follows: The parties shall await the expiration of the specified interval to determine the gross rents, gross receipts and other economic performance over the entire interval and then prorate the item by allocating to Seller the product of the rents or other similar apportionable item for the entire interval multiplied by a fraction, the numerator of which is the number of days within the specified interval which occur before the Closing Date and the denominator of which is the number of days in the specified interval.

(b) Operating expenses which are payable (or reimbursable) by any present tenant of the Property or any portion thereof shall not be prorated hereunder (except to the extent that Seller is due a credit for having already paid such expense). Buyer shall send customary statements for reimbursement of operating expenses and taxes to tenants under the Leases after consulting with Seller with respect to appropriate amounts due therefor, and shall remit to Seller, upon receipt, Seller’s prorated share thereof, determined as provided in Subsection (a) above.

5.10 Arrearages. Seller reserves all claims and causes of action against tenants and others who are in arrears, and Buyer shall provide its reasonable cooperation to Seller in pursuing such arrearages and shall promptly remit arrearages and other sums due to Seller upon receipt thereof, subject to the provisions of Section 5.8(c) hereof. If Buyer is holding a security deposit as to any tenant who owes money to Seller, then, upon expiration of that tenant’s lease, Buyer shall apply the security deposit to the payment of any sum due Seller to the extent the security deposit is not otherwise applied to payment of sums due Buyer. The provisions of this Section shall survive the Closing. Buyer shall use its best efforts to collect all sums in arrears as of the Closing Date due to Seller, but shall not be required to commence or prosecute any litigation. Seller may commence and prosecute litigation against any tenant for rents in arrears, but not for termination of any Lease.

5.11 Payment of Adjustments to Proration. Either party owing the other party a sum of money based on adjustments made to prorations after the Closing Date shall promptly pay that sum to the other party, together with interest thereon at the rate of ten percent (10%) per annum to the date of payment if payment is not made within 10 days after mutual agreement of the amount due.
5.12 Costs and Expenses. Seller shall pay the premium for the Title Policy and the costs incurred in removing title exceptions, but Buyer shall pay for all endorsements to the Title Policy. All escrow fees and the cost of any documentary or other transfer taxes applicable to the sale shall be paid by Buyer.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement, Seller hereby represents and warrants to and agrees with Buyer as follows:

6.1 Authority of Seller. Seller is a corporation duly organized and validly existing and in good standing under the laws of the State of New York, is authorized to do business in the State of California, and has the authority to own and convey the Property; this Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are at or at the time of Closing will be duly authorized, executed and delivered by Seller and to Seller’s knowledge do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

6.2 Records. As of the Closing Date, all documents relating to or affecting the Property in Seller’s possession will have been delivered to Buyer pursuant to this Agreement.

6.3 Absence of Fraud or Misleading Statements. To Seller’s knowledge, no representation, warranty or statement of Seller in this Agreement or in any document, certificate or schedule furnished or to be furnished to Buyer pursuant thereto or in connection with the transactions contemplated herein contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein misleading. All such representations, warranties or statements of Seller are based upon current, accurate and complete information as of the time of their making and there has been no adverse material change in such information subsequent thereto.

6.4 Leases. The copy of the lease with the Hahn Company is a true and correct copy of said lease and is in full force and effect and there are no other agreements, written or oral, with respect to the leasing or renting of the Property. To Seller’s knowledge, there are no material defaults under the lease. No tenant under the lease has prepaid any rent or other charges for more than the current month. No tenant under the lease has any right or option to purchase the Property or any portion thereof.
or interest therein, and there are no outstanding agreements of sale with respect to the Property or any portion thereof or any interest therein. Except as provided in the lease, no tenant under the lease has the right to renew or extend the lease, and no tenant under the lease has the right to free rent, rebate, allowance, concession, security or other deposit.

6.5 Service Contracts and Other Agreements. Copies of Service Contracts made available to Buyer pursuant to Section 4.1.2 are true and correct copies of all such Service Contracts and are in full force and effect. Except for said Service Contracts there are no other service or maintenance contracts relating to the Property.

6.6 Default in Respect of Appurtenances. To Seller’s knowledge, there is no default under or in respect of any of the Appurtenances on the part of any party thereto and no condition exists that with the passage of time or giving of notice or both would constitute such a default.

6.7 Litigation. Except for the case entitled Julio Egizio Bandoni vs. Village Shopping Center, G.E. Capital Corporation, Property Maintenance Systems, Town of Corte Madera, and Does 1 to 20, Marin County Superior Court Case No. 164306, to Seller’s knowledge there is no litigation pending or to Seller’s knowledge, threatened, against Seller or any basis therefor that arises out of the ownership of the Property.

6.8 Use and Operation of Property. Seller knows of no facts nor has Seller failed to disclose to Buyer any fact which would prevent Buyer from using and operating the Property after Closing in the manner in which the Property has been used, leased and operated prior to the date hereof.

6.9 Other Contracts to Convey Property. Except as to a purchase offer made by Mac Engle (which has been rejected by Seller), Seller has not committed or obligated itself in any manner whatsoever to sell the Property to any party other than Buyer. Seller has not hypothecated or assigned any rents or income from the Property in any manner.

6.10 Property Tax Assessment. Notwithstanding any other provision of this Agreement to the contrary, if Buyer shall become liable after the Closing for payment of any property taxes assessed against the Property for any period of time prior to the Closing Date, Seller shall immediately pay to Buyer on demand an amount equal to such tax assessment.

6.11 Agreements Affecting the Property. To Seller’s knowledge, at the Closing Date, there will be no leases, easements, encumbrances or other agreements affecting the
Property except as shown in the preliminary title report described in Article IV, or as otherwise disclosed to Buyer by Seller in writing and approved by Buyer.

6.12 **Seller’s Knowledge.** "To Seller’s knowledge" as used herein shall mean the actual knowledge of Rick Brown.

6.13 **Subsequent Information.** If any information relevant to the representation and warranties of Seller under this Agreement shall come to Buyer’s attention before the Closing Date (whether through Seller or otherwise), then for the purposes of Seller’s liability under such representations and warranties, the effect shall be as if the representations and warranties were so modified in this Agreement; provided, however, that Buyer’s opportunity to make an investigation of the Property shall not limit the express representations and warranties of Seller made herein, unless specific knowledge comes to the attention of Buyer through such investigation.

6.14 **Survival.** The representations and warranties of Seller contained herein shall survive the Closing Date.

6.15 **"AS-IS" Sale.** Except as set forth above, Buyer acknowledges that Seller makes no representation or warranty, either express or implied, with respect to the Property, its present condition or its fitness or suitability for any particular purpose.

**ARTICLE VII**

**REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby represents and warrants to Seller as follows:

7.1 **Authority of Buyer.** Buyer is a general law city duly organized and existing under the laws of the State of California; this Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by Buyer, and are or at the Closing will be legal, valid, and binding obligations of Buyer, and, to Buyer’s knowledge, do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

7.2 **Litigation.** There is no litigation pending or, to Buyer’s knowledge, threatened, against Buyer or any basis therefor before any court or administrative agency which might result in any material adverse change in the business or financial condition of the Buyer.
7.3 **Financial Condition.** Provided the conditions described in §4.1.4 are fully satisfied, Buyer will have adequate financial resources to make timely payment of all sums due from Buyer hereunder and to perform all of its obligations hereunder.

7.3 **Absence of Fraud and Misleading Statements.** To Buyer's knowledge, no representation, warranty or statement of Buyer in this Agreement or in any document, certificate or schedule furnished or to be furnished to Seller pursuant thereto or in connection with the transactions contemplated herein contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein misleading. All such representations, warranties or statements of Buyer are based upon current, accurate and complete information as of the time of their making and there has been no adverse material change in such information subsequent thereto.

7.4 **Buyers Knowledge.** "To Buyer's knowledge" as used herein shall mean the actual knowledge of Michael Goyer, Town Manager.

**ARTICLE VIII**

**COVENANTS**

As to matters as to which Escrow Holder need not be concerned, Seller and Buyer covenant and agree with one another as follows:

8.1 **Indemnification by Seller.** Seller hereby agrees to indemnify Buyer and hold Buyer harmless from and against any and all claims, demands, liabilities, liens, costs, expenses, penalties, damages and losses, including without limitation, reasonable attorneys' fees and costs suffered by Buyer as a direct or indirect result of:

(a) Any misrepresentation or breach of warranty or breach of covenant made by Seller in this Agreement or any document, certificate, or exhibit given or delivered to Buyer pursuant to or in connection with this Agreement; and

(b) Any and all obligations, liabilities, claims, liens or encumbrances, whether direct, contingent or consequential and no matter how arising, and in any way related to the Property and arising or accruing before the Closing Date, or in any way related to or arising from any act, conduct, omission, contract, or commitment of Seller (or any of its agents or employees) at any time or times before the Closing Date, including, without limitation, (i) all foreseeable and all unforeseeable consequential damages, directly or indirectly
arising out of the use, generation, storage, or disposal of Hazardous Materials by Seller, and (ii) the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following transfer of title to the Property, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials by the Seller and/or its agents on the Property prior to transfer of title thereto to Buyer.

The provisions of this Section shall survive the execution and delivery of this Agreement, the delivery of the Deed and transfer of title.

8.2 Indemnification by Buyer. Buyer hereby agrees to indemnify Seller and hold Seller harmless from and against any and all claims, demands, liabilities, liens, costs, expenses, penalties, damages and losses, including without limitation, reasonable attorneys' fees and costs suffered by Seller as a direct or indirect result of:

(a) Any misrepresentation or breach of warranty or breach of covenant made by Buyer in this Agreement or any document, certificate, or exhibit given or delivered to Seller pursuant to or in connection with this Agreement; and

(b) Any and all obligations, liabilities, claims, liens or encumbrances, whether direct, contingent or consequential and no matter how arising, and in any way related to or arising from any act, conduct, omission, contract or commitment of Buyer (or any of its agents or employees) at any time or times after the Closing Date, including, without limitation, (i) all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Materials by Buyer, and (ii) the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, where such action is required or necessary following transfer of title to the Property, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials by the Buyer and/or its agents on the Property after the transfer of title thereto to Buyer.

ARTICLE IX

CONDEMNATION

9.1 Condemnation. In the event that prior to the Closing Date a governmental entity shall commence any eminent domain
proceeding to take any material portion of the Property, then Buyer shall have the option to elect either of the following:

(a) Terminate this Agreement by written notice to Seller within 5 days of its receiving notice of such action of condemnation; or

(b) Elect to proceed with the transaction in which case the Purchase Price shall not be reduced and Buyer shall be entitled to the net award paid to Seller or Seller’s mortgagee for such taking, if any, and Seller shall assign and transfer to Buyer all right, title and interest in and to any awards, it being expressly agreed that in such event Seller shall have no obligation to repair or restore the Property or any portion thereof. Any award paid to Seller’s mortgagee shall be credited to Buyer by deducting the amount so paid from the Note.

9.2 Damage or Destruction. In the event that the Improvements are damaged or destroyed by fire or other casualty prior to the Closing Date Buyer shall have the option to terminate this Agreement by written notice to the Seller within five days after the occurrence of the damage or destruction.

ARTICLE X

POSSESSION

Possession of the Property shall be delivered to Buyer on the Closing Date, provided, however, that without limiting any other provisions of this Agreement, Seller shall provide authorized representatives of Buyer reasonable access to the Property for the purposes of satisfying Buyer with respect to the representations, warranties and covenants of Seller contained herein and with respect to satisfaction of any conditions precedent to the closing contained herein.

ARTICLE XI

MISCELLANEOUS

11.1 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and sent by United States mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows, and shall be deemed to have been given upon date of delivery (or refusal to accept delivery) as indicated on the return receipt:

If to Seller: General Electric Capital Corporation
7700 Irvine Center Drive, Suite 500
Irvine, CA 92718
Attention: Rick Brown
If to Buyer:  c/o Town Manager
Town of Corte Madera
300 Tamalpais Drive
Corte Madera, CA 94976

with a copy to: Jeffrey A. Walter, Esq.
Walter & Pistole
Waterfall Towers, Suite 201B
2455 Bennett Valley Road
Santa Rosa, CA 95404

11.2 Attorneys’ Fees. In the event any action is brought in
equity or in law or by way of arbitration to enforce any of the
terms and conditions contained herein, the prevailing party shall
be entitled to recover, in addition to other lawful costs
awardable to it, reasonable attorneys’ fees.

11.3 Successors and Assigns. Subject to the terms and
conditions hereof, this Agreement shall be binding upon and inure
to the parties hereto and their respective heirs, executors,
administrators, successors and assigns. Nothing in this
Agreement, expressed or implied, is intended to confer upon any
person other than the parties hereto and their successors and
permitted assigns, any rights or remedies under or by reason of
this Agreement. Notwithstanding the immediately preceding
sentence to the contrary, in the event that Seller breaches this
Agreement, JMB/CM Village Associates, a California general
partnership ("partnership") shall have the right to pursue the
Seller for recovery of and recover from the Seller said $100,000
described in §2.2(a), without interest.

11.4 Time is of the Essence. Time is of the essence in this
agreement and each of its provisions and failure to comply with
this provision shall be a material breach of this agreement.

11.5 Entire Understanding. Except as to the "Agreement to
Extend Escrow Closing Date" dated December 18, 1995, between the
Seller and Buyer, this writing is intended both as the final
expression of the Agreement between the parties hereto with
respect to included terms and a complete and exclusive statement
of the terms of the Agreement, pursuant to Code of Civil
Procedure, section 1856. No modification hereof shall be
effective unless and until such modification is evidenced by a
writing signed by all parties to this Agreement.

11.6 Counterparts. This Agreement may be executed
simultaneously or in any number of counterparts, each of which
shall be deemed to be an original, but all of which together
shall constitute one and the same Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day, month and year written below.

BUYER:
TOWN OF CORTE MADERA

DATED: 2/24/96

By: ____________________________

SELLER:
GENERAL ELECTRIC CAPITAL CORPORATION

DATED: 2/10/96

By: ____________________________
Title: Asset Manager
EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE TOWN OF CORTE MADERA, COUNTY OF MARIN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1, AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF THE VILLAGE", FILED FOR RECORD AUGUST 30, 1984, IN VOLUME 22 OF PARCEL MAPS, AT PAGE 29, MARIN COUNTY RECORDS.
Attachment 3:  Grant Deed and Resolution No.2860
RECORDING REQUESTED BY:
FIRST AMERICAN TITLE COMPANY OF MARIN
AND WHEN RECORDED MAIL TO:
TOWN OF CORTE MADERA
300 TAMALPIAS DRIVE
CORTE MADERA, CA 94925

TOWN OF CORTE MADERA
300 TAMALPIAS DRIVE
CORTE MADERA, CA 94925

FIRST AMERICAN

ESCROW NO. 8-186016LJ:JC

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $1430.
(X) computed on full value of property conveyed, or
() computed on full value less value of liens or encumbrances remaining at time of sale.
() Unincorporated area [X] City of CORTE MADERA, AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GENERAL ELECTRIC CAPITAL CORPORATION, a New York Corporation

hereby GRANT(s) to:

TOWN OF CORTE MADERA, a Municipal Corporation

the real property in the City of CORTE MADERA, County of Marin, State of California, described as:
PARCEL 1, as shown upon that certain map entitled, "Parcel Map of The Village", filed for record August 30, 1984, in Volume 22 of Parcel Maps, at Page 29, Marin County Records.

A.P. #24-032-13
ALSO KNOWN AS: UNIMPROVED LAND, CORTE MADERA, CA 94925

DATED March 21, 1996
STATE OF CALIFORNIA
COUNTY OF

On March 21, 1996
before me, the undersigned
a Notary Public in and for said State, personally appeared


personally known to me for proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s)
is(are signed to the within instrument and acknowledged
me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signatures,
on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature

(Renée M. Kohlman
Notary Public — California
ORANGE COUNTY
My Comm. Expires JAN 12, 1999)

Mail tax statements to: TOWN OF CORTE MADERA, 300 TAMALPIAS DRIVE, CORTE MADERA, CA 94925

GENERAL ELECTRIC CAPITAL CORPORATION, a New York Corporation

By: Philip D. McClumpha

29
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated March 21, 1996 from General Electric Capital Corporation, a New York corporation, to the Town of Corte Madera, a municipal corporation, is hereby accepted by order of the Town Council on March 19, 1996, pursuant to authority conferred by resolution of the Town Council adopted on March 19, 1996, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 3-27-96 By: ______________________

* * * * * * * *

STATE OF CALIFORNIA )
County of MARIN ) ss.

On 3/27/96, before me, Catherine A. Tobin, personally appeared Gary C. Chase, personally known to me (or 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/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the written instrument.

WITNESS my hand and official seal.

Catherine D. Tobin
Notary Public, State of California

habetet.cer

EXHIBIT B
RESOLUTION NO. 2860

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA AUTHORIZING THE TOWN MANAGER, OR HIS DESIGNEE, TO EXECUTE CERTIFICATE OF ACCEPTANCE AND OTHER CLOSING DOCUMENTS

WHEREAS, the Town Council has previously approved an agreement to purchase real property commonly known as the Habitat Site from the General Electric Capital Corporation, a New York corporation, ("GECC");

WHEREAS, said agreement has been fully signed by all parties;

WHEREAS, the conditions precedent to the closing of the escrow established pursuant to that agreement have been satisfied or waived by the party in whose benefit the condition(s) operated;

WHEREAS, in order to close escrow, the escrow officer requires the adoption of this resolution and the approval of the attached "Certificate of Acceptance";

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA RESOLVES AS FOLLOWS:

1. That it reaffirms its approval of the agreement with GECC to purchase the real property described in Exhibit "A" attached hereto and made a part hereof.

2. That the Interim Town Manager, Dr. Gary Chase, and/or his designee, is authorized and hereby directed: (i) to execute the Certificate of Acceptance in a form substantially similar to that shown on Exhibit "B" attached hereto and made a part hereof; (ii) to execute all other documents necessary to close the escrow established to consummate said purchase; and (iii) to take all other actions and steps necessary to consummate said purchase of the said real property.

3. That by signing said documents, Dr. Chase and/or his designee shall bind the Town of Corte Madera to the document in accordance with the document's terms and conditions.

* * * * *

I, the undersigned, hereby certify that the foregoing is a full, true and complete copy of a resolution duly passed and adopted by the Council of the Town of Corte Madera at a regular meeting thereof held on the 19th day of March, 1996, by the following vote:
Ayes, and in favor thereof, Councilmembers: Airoldi, Blair, Gioia, Marker, Richardson.

Noes, Councilmembers: None.

Abstain, Councilmembers: None.

Absent, Councilmembers: None.

ATTEST:  
Christine Bell, Town Clerk

Approved:  
Norman Richardson, Mayor

Approved as to form:  
Town Attorney
STATEMENT OF TAX DUE AND REQUEST
THAT AMOUNT OF PROPERTY TRANSFER TAX NOT BE SHOWN ON THE
PERMANENT RECORD IN THE OFFICE OF THE MARIN COUNTY RECORDER

PURSUANT TO SECTION 11932 R & T CODE AND COUNTY OF MARIN ORD. #1612

TO: MARIN COUNTY RECORDER

REQUEST IS HEREBY MADE IN ACCORDANCE WITH THE PROVISIONS OF THE
DOCUMENTARY TRANSFER TAX ACT THAT THE AMOUNT OF PROPERTY TRANSFER TAX BE
SHOWN ON THIS FORM FOR LATER ENTRANCE ON THE ACCOMPANYING DOCUMENT WHICH
NAMES:

GENERAL ELECTRIC CAPITAL CORPORATION, a New York Corporation
(NAME OF ONE GRANTOR OR LESSOR)

AND

TOWN OF CORTE MADERA, a Municipal Corporation
(NAME OF ONE GRANTEE OR LESSEE)

PROPERTY DESCRIBED IN THE ACCOMPANYING DOCUMENT IS LOCATED IN:

TOWN OF CORTE MADERA
(SHOW NAME OF CITY OR UNINCORPORATED AREA)

THE AMOUNT OF TAX DUE ON THE ACCOMPANYING DOCUMENT IS $14 30. 00

FIRST AMERICAN TITLE COMPANY OF MARIN

(SIGNATURE OF PARTY OR AGENT)

NOTE: AFTER THE PERMANENT RECORD IS MADE, THIS FORM WILL BE AFFIXED TO THE
CONVEYING DOCUMENT AND RETURNED WITH IT.
Attachment 4: *Parcel Map of the Village.*
Attachment 5: Resolutions 2850, 2851, 2852, 2853, 2854, 2855, 2856, 2857, 2858, and 2981 (with miscellaneous data attached).
RESOLUTION NO. 2850

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA CONDITIONING APPROVAL AND EXECUTION OF ASSESSMENT RESOLUTIONS ON CERTAIN CONDITIONS.

WHEREAS, the Town Council shall be considering various resolutions and actions pertaining to the creation of assessment and maintenance districts to fund the acquisition, improvement and maintenance of the Shoreline Parking property; and

WHEREAS, said resolutions and actions are described in items Number 4 and 5 of the agenda for the Council meeting of February 20, 1996, and the real property to which they pertain ("Shoreline Parking Property") is also described in the materials prepared for said agenda items and submitted to the Council for consideration; and

WHEREAS, certain matters and issues remain unresolved, the resolution of which is considered by the Council to be of sufficient importance to make their resolution a condition precedent to the efficacy of any and all actions which the Council may take to approve the resolutions or take the actions described in said agenda items:

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA HEREBY RESOLVES AS FOLLOWS:

1. In the event that any of the actions or resolutions proposed to be taken or adopted, respectively, in said agenda items which respect to the Shoreline Parking Property are taken or adopted by the Council, said actions and approvals shall not be effective nor binding upon the Town of Corte Madera, nor may any Town employee or officer execute any of the said resolutions or the documents to which they pertain unless and until Dr. Gary Chase, and/or his designee, certify the following:

A. All of the conditions precedent to the close of escrow for the sale of the Shoreline Parking Property from GECC to the Town of Corte Madera have been met in accordance with their terms or waived by the Town;

B. A majority of the owners of the properties which are subject to and shall be burdened by any of the assessments which may be approved by the Council as part of the Council's actions taken with respect to said agenda items consent, in writing, to the assessments including the real property taxes and assessments on the Shoreline Parking Property which the town is required to pay to GECC from December 28, 1995, to the date of closing;

C. The Town has received originally executed and properly authenticated or notarized (if required by bond counsel) writings (in a form approved by bond
counsel) from a majority of the owners of the properties which will be subject to and burdened by the assessments (which may be approved under said agenda items) consenting to each and every said assessment; and

D. All documents and resolutions pertaining to said assessment districts which memorialize the actions, statements and reports required to effectuate said assessment districts are revised for consistency and properly executed by all necessary parties.

***********

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof held on the 19th day of February, 1996, by the following vote, to wit:

AYES: Councilmembers: Airoldi, Blair, Gioia, Marker, Richardsón

NOES: Councilmembers: - None -

ABSENT: Councilmembers: - None -

/Signature/
Norman Richardson, Mayor

ATTEST:

/Signature/
Christine Bell, Town Clerk
RESOLUTION NO. 2851

RESOLUTION AMENDING RESOLUTION OF INTENTIION NO. 2827

SHORELINE PARKING FACILITY ASSESSMENT DISTRICT

The Town Council of the Town of Corte Madera resolves:

The Town Council hereby amends Resolution No. 2827, Resolution of Intention to Order Improvements, adopted by the Council of the Town of Corte Madera on October 17, 1995, as follows:

1. Delete the description of the improvements and insert therefor the following:

   The acquisition of a parcel of land, five acres in size more or less, and the construction thereon of a public vehicular parking area, including landscaping, drainage facilities, traffic control facilities and other appurtenances and the payment of incidental expenses.

2. Change the reference to "the last installment of the bonds shall mature not to exceed twenty-four (24) years from the second day of September next succeeding twelve (12) months from their date" to:

   "the last installment of the bonds shall mature not to exceed twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date".

*   *   *

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof, held on the 20th day of February, 1996, by the following vote, to wit:

AYES: Councilmembers Airolidi, Blair, Gioia, Marker, Richardson

NOES: Councilmembers - None -

ABSENT: Councilmembers - None -

TOWN OF CORTE MADERA

by

[Signature]

TOWN CLERK

by

[Signature]

TOWN CLERK
RESOLUTION NO. 2852

RESOLUTION APPROVING AMENDED REPORT AND ASSESSMENT
AND ORDERING IMPROVEMENT

SHORELINE PARKING FACILITY ASSESSMENT DISTRICT

The Town Council of the Town of Corte Madera resolves:

This Council has taken a series of actions preliminary to ordering the improvement in Shoreline Parking Facility Assessment District, Town of Corte Madera, Marin County, California, and now makes the following findings and orders:

1. The Council adopted a map showing the boundaries of the land benefited by the proposed improvement. A copy of the boundary map was filed in the office of the County Recorder of the County of Marin in the Book of Maps of Assessment and Community Facilities Districts.

2. The Council adopted its Resolution of Intention to order the improvement described therein under the Municipal Improvement Act of 1913, and directed Oberkamper & Associates, as the Engineer of Work for the assessment district, to prepare the report required by Section 10204 of the Streets and Highways Code. Said Resolution of Intention was later amended.

The improvement is generally described as follows:

The acquisition of a parcel of land, five acres in size more or less, and the construction thereon of a public vehicular parking area, including landscaping, drainage facilities, traffic control facilities and other appurtenances and the payment of incidental expenses.

3. The Engineer of Work filed the report as directed, and the Town Council called hearings on the report as required by Section 10301 of the Streets and Highways Code. Notice of the hearings was given by mailing to affected property owners, all according to the Municipal Improvement Act of 1913. An affidavit of mailing was filed with the Town Clerk.

4. At the times and place for which notice was given, the Council conducted public hearings and gave every interested person an opportunity to object to the proposed improvement, the extent of the assessment district, or the proposed assessment. Following the hearings, the Engineer of Work filed an amended report.

5. The Council finds that written protests against the proposed improvement have not been made by owners representing more than one-half of the area of the land to be assessed for the improvement.
6. The documents and events described in paragraphs 1 to 4, inclusive, are stated here in tabular form, with their dates and, where appropriate, their numbers. All documents are now on file with the Town Clerk.

<table>
<thead>
<tr>
<th>Document or Event</th>
<th>Date</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Resolution approving boundary map</td>
<td>10/17/95</td>
<td>2826</td>
</tr>
<tr>
<td>b. Boundary map filed with County Recorder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Resolution of Intention</td>
<td>10/17/95</td>
<td>2827</td>
</tr>
<tr>
<td>d. Filing of Engineer’s Report</td>
<td>10/17/95</td>
<td>2828</td>
</tr>
<tr>
<td>e. Resolution accepting Report</td>
<td>10/17/95</td>
<td>2828</td>
</tr>
<tr>
<td>f. Certificate of Mailing Notice of Improvement</td>
<td>10/19/95</td>
<td></td>
</tr>
<tr>
<td>g. First public hearing conducted</td>
<td>11/21/95</td>
<td></td>
</tr>
<tr>
<td>h. Second public hearing continued from time to time</td>
<td>12/5/95</td>
<td></td>
</tr>
<tr>
<td>i. Second public hearing closed</td>
<td>2/20/96</td>
<td></td>
</tr>
<tr>
<td>j. Amended Resolution of Intention</td>
<td>2/20/96</td>
<td></td>
</tr>
<tr>
<td>k. Filing of Amended Engineer’s Report</td>
<td>2/20/96</td>
<td></td>
</tr>
</tbody>
</table>

7. The Council approves the Amended Engineer’s Report and each component part of it, including each exhibit incorporated by reference in the report.

8. The Council finds that the Engineer of Work in the Amended Engineer’s Report has fairly and properly apportioned the cost of the improvement to each parcel of land in the assessment district in proportion to the estimated benefits to be received by each parcel, respectively, from the improvement. The Council hereby confirms and levies each individual assessment as stated in the Amended Engineer’s Report.

9. This Council orders the improvement described in paragraph 2 and as detailed in the Amended Engineer’s Report.

10. The Council finds that the total amount of the principal sum of all unpaid special assessments levied against the parcels proposed to be assessed, plus the principal amount of the special assessment proposed to be levied in the instant proceedings do not exceed one-half of the total value of the parcels proposed to be assessed.

11. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall mature not to exceed twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.
12. According to Section 10603 of the Streets and Highways Code, the Town Council designates the Director of Finance to collect and receive payment of the assessments.

*      *      *

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof, held on the 20th day of February, 1996, by the following vote, to wit:

AYES:    Councilmembers Airola, Blair, Gioia, Marker, Richardson

NOES:    Councilmembers - None -

ABSENT:  Councilmembers - None -

TOWN OF CORTE MADERA

[Signature]

ATTEST:

[Signature]

Town Clerk
RESOLUTION NO. 2853

RESOLUTION APPROVING AGREEMENT
WITH FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION

The Town Council of the Town of Corte Madera resolves:

As a part of the proceedings for improvements in Shoreline Parking Facility Assessment District, Town of Corte Madera, Marin County, California, this Council approves that certain agreement between the TOWN OF CORTE MADERA and FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION dated February 1, 1996, and attached to this resolution.

The Mayor of the Town of Corte Madera is authorized to sign the agreement and the Town Clerk is authorized to attest its execution.

* * *

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof, held on the 20th day of February, 1996, by the following vote, to wit:

AYES: Councilmembers Airola, Blair, Gioia, Marker, Richardson:

NOES: Councilmembers - None -

ABSENT: Councilmembers - None -

TOWN OF CORTE MADERA

by

Handwritten Signature

ATTEST:

Handwritten Signature

Town Clerk
RESOLUTION NO. 2854

RESOLUTION AUTHORIZING ISSUANCE OF BONDS
SHORELINE PARKING FACILITY ASSESSMENT DISTRICT

The Town Council of the Town of Corte Madera resolves:

Section 1. RECITALS. On October 17, 1995, the Town Council of the Town of Corte Madera (the "Town") adopted its resolution of intention, as later amended, to order improvements in Shoreline Parking Facility Assessment District, Town of Corte Madera, Marin County, California, under the provisions of the Municipal Improvement Act of 1913 (the "Act"), as amended. Proceedings taken under the Act led to the levy of a special assessment by the Town Council against parcels of land within the assessment district in the total amount of $2,200,000.00. These assessments will be recorded in the office of the County Recorder of the County of Marin, and thereupon will become a lien on each parcel assessed. The period within which parcel owners might pay their assessments in cash without interest was waived, except for a five day period following the confirmation of assessments.

Section 2. ISSUANCE OF BONDS. The Council hereby authorizes the issuance of improvement bonds under the provisions of the Improvement Bond Act of 1915 to represent unpaid assessments in an amount not to exceed $2,200,000.00, but less any amounts paid by assessed owners in cash not later than February 26, 1996. Each bond shall be designated, "Limited Obligation Improvement Bond, Town of Corte Madera, Shoreline Parking Facility Assessment District, Series 1996." Bonds shall be dated approximately the date of delivery and issued in denominations of $5000 or integral multiples thereof, except for Bond No. 1, which may be an odd amount, and may be issued as serial bonds, term bonds, or any combination thereof. Bonds shall mature, or shall be subject to mandatory advance redemption, in principal amounts as set forth in the table attached as Exhibit A. The bond date and interest rates on the bonds shall be as set forth in the bond purchase agreement.

Section 2.1. TERM BONDS: MANDATORY ADVANCE REDEMPTION. Bonds designated as term bonds in the bond purchase agreement shall be subject to mandatory redemption in the years and in the amounts set forth on Exhibit A as if serial bonds had been issued during the years covered by the term bonds.

Assessment installments sufficient to make these mandatory advance redemptions shall be collected by the Town of Corte Madera, deposited in the Redemption Fund and used by the Paying Agent for the mandatory advance redemption or payment of the term bonds. All other advance redemptions of term bonds or serial bonds shall be as provided in the Improvement Bond Act of 1915.
Section 3. APPOINTMENT OF PAYING AGENT, REGISTRAR AND TRANSFER AGENT. The Council hereby appoints First Trust of California, National Association (the "Paying Agent") as paying agent, registrar and transfer agent for the bonds in accordance with an agreement between the Town of Corte Madera and the Paying Agent.

Section 4. FORM AND EXECUTION. Bonds shall be issued as fully registered bonds substantially in the form set forth as Exhibit B to this resolution. The bonds shall be signed by the Town Treasurer and the Town Clerk and the seal of the Town shall be affixed. Both signatures and seal may be reproduced on the bonds by facsimile, but upon its registration or reregistration each bond shall be authenticated by the manual signature of the Paying Agent.

The Paying Agent shall assign to each bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof which shall be available to the Town for inspection.

Section 5. ESTABLISHMENT OF SPECIAL FUNDS. For administering the proceeds of the sale of bonds and payment of interest and principal on the bonds, there are hereby established three funds to be known as the improvement fund, the redemption fund and the special reserve fund, respectively, for Shoreline Parking Facility Assessment District.

Section 5.1. IMPROVEMENT FUND. Except as provided in Section 5.3, proceeds of sale of the bonds, together with all amounts paid on the assessments before bond issuance, shall be deposited in the improvement fund to be maintained by the Director of Finance. Disbursements from the improvement fund shall be made by the Director of Finance in accordance with the budget of estimated costs and expenses set forth in the amended engineer's report hereafter approved by the Council, which report and budget are subject to modification by the Council from time to time as prescribed by the Act.

Section 5.2. REDEMPTION FUND. The redemption fund shall be maintained by the Director of Finance. All payments of principal and interest installments on the assessments, together with penalties, if any, shall be deposited in the redemption fund, which shall be a trust fund for the benefit of the bondholders. Payment of the bonds at maturity, or at redemption before maturity, and all interest on the bonds shall be made from the redemption fund. The Director of Finance shall deposit into the redemption fund, from the proceeds of the sale of the bonds, an amount equal to 4.5455% of bond proceeds, which shall be applied to payment of the first payable interest on the bonds until fully expended.

Section 5.3. SPECIAL RESERVE FUND. There shall be deposited into the special reserve fund an amount equal to 5% of bond
proceeds from the proceeds of the sale of bonds. That amount, less any amounts transferred to the redemption fund pursuant to Section 8834 of the Streets and Highways Code, shall constitute the "Reserve Requirement" for the bonds. The special reserve fund shall be maintained by the Director of Finance.

A. During the term of the bonds, the amount in the special reserve fund shall be available for transfer into the redemption fund in accordance with Section 8833 of the Streets and Highways Code. The amount so advanced shall be reimbursed to the special reserve fund from the proceeds of redemption or sale of the parcel for which payment of delinquent assessment installments was made from the special reserve fund.

B. If any assessment is prepaid before final maturity of the bonds, the amount of principal which the assessee is required to prepay shall be reduced by an amount which is in the same ratio to the original amount of the special reserve fund as the original amount of the prepaid assessment bears to the total amount of unpaid assessments originally securing the Bonds. This reduction in the amount of principal prepaid shall be balanced by a transfer from the special reserve fund to the redemption fund in the same amount.

C. The amount maintained in the special reserve fund will never exceed the Reserve Requirement. Proceeds of investment of the special reserve fund shall be transferred to the improvement fund until the improvement is completed and the improvement fund is closed; thereafter the balance will be transferred to the redemption fund to be used, in the discretion of the Director of Finance, as a credit upon the annual installments of assessment or for the advance retirement of bonds.

D. When the amount in the special reserve fund equals or exceeds the amount required to retire the remaining unmatured bonds (whether by advance retirement or otherwise), the amount of the special reserve fund shall be transferred to the redemption fund, and the remaining installments of principal and interest not yet due from assessed property owners shall be cancelled without payment.

The Director of Finance is authorized to retain independent attorneys, accountants and other consultants to assist in complying with Federal requirements.

Section 5.4 RETURN OF UNCLAIMED FUNDS. Other provisions of this resolution to the contrary notwithstanding, the Paying Agent shall return to the Town any funds held by it hereunder not later than twelve (12) months before those funds would escheat to the State of California under any law now or hereafter enacted.
Section 6. **ISSUANCE AS BOOK-ENTRY BONDS.** The bonds shall be issued initially as book-entry bonds and shall be registered to Cede & Co. (the "Nominee") as nominee of the Depository Trust Company of New York, New York (the "Depository").

Section 6.1. **BOOK-ENTRY; LIMITED OBLIGATION OF TOWN.** The bonds of each maturity shall be authenticated and delivered in the form of a separate single fully registered bond (which may be typewritten). The ownership of the bonds shall be registered in the bond register in the name of the Nominee as nominee of the Depository.

With respect to bonds registered in the name of the Nominee, the Town and the Paying Agent shall have no responsibility or obligation to any participant in the Depository or to any person on whose behalf a participant holds an interest in the bonds. Without limiting the generality of the foregoing sentence, the Town and the Paying Agent specifically shall have no responsibility for (i) the accuracy of records of the Depository, the Nominees, or any participant concerning ownership interest in the bonds, (ii) the delivery to any participant or other person, except as shown in the bond register, of any notice concerning the bonds, including any notice of prepayment, (iii) the selection by the Depository and its participants of the beneficial interests in the bonds to be prepaid if any bonds are prepaid in part, or (iv) the payment to any participant or other person, other than a Nominee as shown in the bond register, of any amount with respect to principal or interest on the bonds. The Town and the Paying Agent may treat and consider the person in whose name each Bond is registered in the bond register as the absolute owner of the Bond for the purpose of payment of principal or interest on the Bond, for the purpose of giving notice of prepayment and other matters concerning the Bond, for the purpose of registering transfers of the Bond, and for every other purpose.

The Paying Agent shall pay all principal of or interest on the bonds only to or upon the order of the respective owners, as shown in the bond register, or their respective attorneys duly authorized in writing, and all such payments shall fully satisfy and discharge the Town’s obligations for payment of the principal of or interest on the bonds to the extent of the payments. No person other than an owner, as shown in the bond register, shall receive a Bond evidencing the obligation of the Town to make payments of principal or interest pursuant to this Resolution. Upon delivery by the Depository to the Nominee and the Town and the Paying Agent of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions of Section 7 hereof with respect to record dates, the word Nominee in this Resolution shall refer to the new nominee of the Depository.
Section 6.2. REPRESENTATION LETTER. The Director of Finance or other authorized officer of the Town is hereby authorized to execute, seal, countersign and deliver on behalf of the Town to the Depository a letter (the "Representation Letter") from the Town representing such matters as shall be necessary to qualify the bonds for the book-entry system. The execution and delivery of the Representation Letter shall not limit the provisions of Section 6.1 hereof or in any other way impose on the Town or the Paying Agent any obligation to persons having interests in the bonds other than the owners as shown on the bond register. The Paying Agent shall take all actions required of the Paying Agent to comply with the Representation Letter. The Director of Finance or other Authorized Officer of the Town is hereby authorized to take any other actions, consistent with this Resolution, to qualify the bonds for the Depository’s book-entry program.

Section 6.3. TRANSFERS OUTSIDE BOOK-ENTRY SYSTEM. By written request the Town may remove the Depository and appoint a successor at any time and for any reason. If (i) the Depository resigns as securities depository for the bonds, or (ii) the Town removes the Depository, then the Town will discontinue the book-entry system with the Depository. If the Town fails to identify another qualified securities depository to replace the Depository, the bonds shall no longer be restricted to registration in the name of the Nominee, but shall be registered in the names designated by owners transferring or exchanging the bonds. The Town at Town expense shall furnish a supply of bond forms.

Section 7. PAYMENT ON BONDS. The principal and interest on the bonds shall be payable at the office of First Trust of California, National Association, San Francisco, California. Principal and interest shall be paid by check, draft or warrant mailed to the registered owner of each bond at the owner’s address appearing on the register maintained by the Paying Agent on the fifteenth day of the month immediately preceding any payment date (the "Record Date").

Upon the payment and cancellation of any bond, the bond shall be destroyed and the Paying Agent shall furnish the Town a certificate of destruction.

Section 8. ADVANCE RETIREMENT OF BONDS. Any Bond or any portion thereof in the amount of $5,000 or any integral multiple thereof, may be redeemed and paid in advance of maturity upon the second day of March or September in any year by giving at least 30 days’ notice by registered or certified mail or by personal service to the registered owner thereof at such owner’s address as it appears on the registration books of the Paying Agent and by paying principal and accrued interest together with a premium equal to three percentum of the principal.
Section 9. Reregistration. Any bond may be registered to a new owner by completing the assignment certificate on the reverse of the bond and delivering the bond to the Paying Agent. Upon reregistration, any bond may be replaced by one or more bonds of the same maturity and aggregate amount in denominations of $5000 or any integral multiple thereof.

Section 10. Covenants. In the event of a default in the payment of any bond or any installment of interest thereon, bondholders shall have the remedies set forth in the Improvement Bond Act of 1915. In addition, the Council makes the following covenants, which shall constitute a contract with the bondholders:

Section 10.1. Foreclosure of Liens. Not later than October 1 in any year, the Town shall file an action in the Superior Court to foreclose the lien of each delinquent assessment if the sum of uncured assessment delinquencies for the preceding fiscal year exceeds five percent (5%) of the assessment installments posted to the tax roll for that fiscal year, and if the amount of the special reserve fund is less than the Reserve Requirement.

Section 10.2. Continuing Disclosure. At the time of delivery of the bonds the Town will furnish a certificate of continuing disclosure to permit the purchaser of the bonds to conform with Rule 15c2-12 of the United States Securities and Exchange Commission.

* * *

I hereby certify that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof, held on the 20th day of February, 1996, by the following vote, to wit:

AYES: Councilmembers Airaldi, Blair, Marker, Gioia, Richardson

NOES: Councilmembers - None -

ABSENT: Councilmembers - None -

TOWN OF CORTE MADERA

by

[Signature]

ATTEST:

[Signature] Town Clerk
EXHIBIT A

MATURITY SCHEDULE

<table>
<thead>
<tr>
<th>YEAR</th>
<th>FACE AMOUNT</th>
</tr>
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<tbody>
<tr>
<td>1997</td>
<td>20,000.00</td>
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<td>180,000.00</td>
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<tr>
<td>2026</td>
<td>195,000.00</td>
</tr>
</tbody>
</table>

TOTAL: 2,200,000.00
EXHIBIT B
United States of America
State of California
County of Marin

REGISTERED

Number

REGISTERED:

$L$

LIMITED OBLIGATION IMPROVEMENT BOND
TOWN OF CORTE MADERA
SHORELINE PARKING FACILITY ASSESSMENT DISTRICT
SERIES 1996

In the opinion of Bond Counsel, interest on the
bond is includable in gross income of the
bondholder for Federal income tax purposes, but
is exempt from State of California personal
income taxes.

<table>
<thead>
<tr>
<th>INTEREST RATE</th>
<th>MATURITY DATE</th>
<th>BOND DATE</th>
<th>CUSIP NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>September 2,</td>
<td></td>
<td></td>
</tr>
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</table>

REGISTERED OWNER: CEDE & CO.
P. O. Box 20
Bowling Green Station
New York, NY 10005
Tax I.D. No. 13-2555119

PRINCIPAL SUM:

Under and by virtue of the Improvement Bond Act of 1915, Division
10 (commencing with Section 8500), of the Streets and Highways Code
(the "Act"), the Town of Corte Madera, County of Marin, State of
California (the "Town"), will, out of the redemption fund for the
payment of the bonds issued upon the unpaid portion of assessments
made for the acquisition, work and improvements more fully
described in proceedings taken pursuant to Resolution of Intention
No. 2827, adopted by the Town Council of the Town of Corte Madera
on the 17th day of October, 1995, as later amended, pay to the
registered owner stated above or registered assigns, on the
maturity date stated above, the principal sum stated above, in
lawful money of the United States of America and in like manner
will pay interest from the interest payment date next preceding the
date on which this Bond is authenticated, unless this Bond is
authenticated and registered as of an interest payment date, in
which event it shall bear interest from such interest payment date,
or unless this Bond is authenticated and registered prior to
September 2, 1996, in which event it shall bear interest from its
date, until payment of such principal sum shall have been
discharged, at the rate per annum stated above, payable
semiannually on March 2 and September 2 in each year commencing on
September 2, 1996, based on a 30-day month, 360-day year.

For the period during which The Depository Trust Company, New York,
New York ("DTC") or its Nominee or any successor depository or its
Nominee is the registered owner of the Bonds, principal, redemption
premiums, if any, and interest shall be paid by First Trust of
California, National Association (the "Paying Agent") to DTC or
such successor depository by wire transfer; provided that principal
and redemption premiums, if any, shall be paid only upon surrender
to the Paying Agent at the principal corporate trust office of the
Paying Agent or its successor, in San Francisco, California, of the
matured bonds or the bonds called for redemption prior to maturity.
As to any bondholder other than DTC or any successor depository, in
the event of termination of the book entry system, the principal,
and redemption premiums, if any, are payable at the principal
corporate trust office of First Trust of California, National
Association, or its successor, as Paying Agent, in San Francisco,
California, and the interest hereon is payable by check, draft or
warrant mailed by first-class mail, postage prepaid, to the
registered owner hereof at the owner’s address as it appears on the
registration books of the Paying Agent, or at such address as may
have been filed with the Paying Agent for that purpose, as of the
fifteenth day of the month immediately preceding each interest
payment date (the "Record Date").

This Bond will continue to bear interest after maturity at the rate
above stated, provided, it is presented at maturity and payment
thereof is refused upon the sole ground that there are not
sufficient moneys in said redemption fund with which to pay same.
If it is not presented at maturity, interest thereon will run until
maturity.

This Bond is one of several annual series of bonds of like date,
tenor and effect, but differing in amounts, maturities and interest
rates, issued by the Town under the Act and the Resolution of
Issuance, for the purpose of providing means for paying for the
improvements described in said proceedings, and is secured by the
moneys in said redemption fund and by the unpaid portion of said
assessments made for the payment of said improvements, and,
including principal and interest, is payable exclusively out of
said fund.

This Bond is transferable by the registered owner hereof, in person
or by the owner’s attorney duly authorized in writing, at said
office of the Paying Agent, subject to the terms and conditions
provided in the Resolution of Issuance, including the payment of
certain charges, if any, upon surrender and cancellation of this
Bond. Upon such transfer, a new registered Bond or Bonds, of any
authorized denomination or denominations, of the same maturity, for the same aggregate principal amount, will be issued to the transferee in exchange therefor.

Bonds shall be registered only in the name of an individual (including joint owners), a corporation, a partnership or a trust.

Neither the Town nor the Paying Agent shall be required to make such exchange or registration of transfer of bonds during the period commencing on a Record Date and ending on the next interest payment date.

The Town will not obligate itself to advance available funds from the Town treasury to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Town from, in its sole discretion, so advancing funds.

The Town and the Paying Agent may treat the registered owner hereof as the absolute owner for all purposes, and the Town and the Paying Agent shall not be affected by any notice to the contrary.

This Bond or any portion of it in the amount of $5,000 or any integral multiple thereof, may be redeemed and paid in advance of maturity upon the second day of March or September in any year by giving at least 30 days' notice by registered or certified mail or by personal service to the registered owner hereof at such owner's address as it appears on the registration books of the Paying Agent and by paying principal and accrued interest together with a premium equal to three percentum of the principal.

The term bonds maturing in the year 20__ and 20__ are subject to mandatory advance redemption, by lot, without premium, on September 2 in accordance with the following schedule and in the following amounts:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount to be Redeemed</th>
<th>Year</th>
<th>Amount to be Redeemed</th>
</tr>
</thead>
</table>

This Bond shall not be entitled to any benefit under the Act or the Resolution Authorizing Issuance of Bonds (the "Resolution of Issuance"), or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Paying Agent.
IN WITNESS WHEREOF, said Town of Corte Madera has caused this Bond to be signed in facsimile by the Town Treasurer of said Town and by its Clerk, and has caused its corporate seal to be reproduced in facsimile hereon all as of the ___ day of __________, 1996.

TOWN OF CORTE MADERA

_________________________   _________________________
Clerk                              Treasurer

(SEAL)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within mentioned Resolution of Issuance, which has been authenticated and registered on

FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION
as Paying Agent

By____________________________
Authorized Signatory
ASSIGNMENT

For value received ____________________________
the undersigned do(es) hereby sell, assign and transfer unto ____________________________

the within registered Bond and hereby irrevocably constitute(s) and appoint(s) ____________________________ to transfer the same on the Bond register of the Paying Agent with full power of substitution in the premises.

Dated: ____________________________

Signature: ____________________________

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within registered Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed: ____________________________

Note: This signature must be guaranteed by an eligible guarantor.

==========================================

I hereby certify that the following is a correct copy of the signed legal opinion of STURGIS, NESS, BRUNSELL & ASSAF a professional corporation, Emeryville, California, on file in my office.

Town Clerk
RESOLUTION NO. 2855

RESOLUTION APPROVING PRELIMINARY OFFICIAL STATEMENT
SHORELINE PARKING FACILITY ASSESSMENT DISTRICT

The Town Council of the Town of Corte Madera resolves:

As a part of the proceedings for the sale of improvement bonds in Shoreline Parking Facility Assessment District, Town of Corte Madera, Marin County, California, this Council hereby approves the Preliminary Official Statement dated February 15, 1996, and a final Official Statement derived substantially therefrom. Distribution of the Preliminary Official Statement and the final Official Statement is hereby authorized.

This Official Statement is final except for certain information which will not be known until the time of sale and is therefore "deemed final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission.

The Town Manager is authorized to sign the Preliminary Official Statement and the final Official Statement.

*       *       *

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof, held on the 20th day of February, 1996, by the following vote, to wit:

AYES: Councilmembers Airola, Blair, Gioia, Marker, Richardson

NOES: Councilmembers - None -

ABSENT: Councilmembers - None -

TOWN OF CORTE MADERA

BY TAMARA A. RICHARDSON

ATTEST:

Town Clerk
RESOLUTION NO. 2856

RESOLUTION ORDERING SALE OF BONDS

SHORELINE PARKING FACILITY ASSESSMENT DISTRICT

The Town Council of the Town of Corte Madera resolves:

The Town Council accepts the offer of Sutro & Co. Inc. (attached to this resolution and by reference incorporated in it) to purchase all of the improvement bonds to be issued in Shoreline Parking Facility Assessment District. The Town Manager of the Town of Corte Madera is authorized to approve the maturity schedule, interest rates, bond date and closing date for the delivery of bonds at any time prior to March 5, 1996, provided that the net interest rate on the bonds does not exceed 8% per annum.

The Town Council directs the sale and delivery of the bonds to the offeror in accordance with the terms and conditions stated in the offer.

* * *

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof, held on the 20th day of February, 1996, by the following vote, to wit:

AYES: Councilmembers Airola, Blair, Gioia, Marker, Richardson

NOES: Councilmembers - None -

ABSENT: Councilmembers - None -

TOWN OF CORTE MADERA

By

[Signature]

ATTEST:

[Signature]

Town Clerk
To the Honorable Town Council
Shoreline Parking Facility Assessment District
Corte Madera, California

Dear Members of the Town Council:

Sutro & Co., Incorporated (the "Underwriter") hereby offers to enter into this Bond Purchase Contract (the "Contract") with you, the Town of Corte Madera of Marin County (the "Town"), for (i) the purchase by the Underwriter and issuance and delivery by the Town of the Bonds herein described and (ii) to render certain investment banking and financial management services. The Underwriter will purchase the Bonds from the Town on a Not to Exceed Amount and Rate, as further described herein. This offer is made subject to the Town's acceptance prior to 11:59 o'clock p.m., California time, on February 20, 1996. If this offer is not so accepted, this offer will be subject to withdrawal by the Underwriter upon notice delivered to the Town at any time prior to delivery of the Bonds. Upon acceptance, this Contract shall be in full force and effect in accordance with its terms and shall be binding upon the Town and the Underwriter.

1. **Purchase, Sale and Delivery of the Bonds.**

   (a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the Town and the Town hereby agrees to issue and deliver to the Underwriter all (but not less than all) of its Shoreline Parking Facility Assessment District (the "Assessment District") Limited Obligation Improvements Bonds Series 1996 (the "Bonds"), dated the date of delivery, in an aggregate principal amount of $2,200,000. The Bonds shall have the maturities and bear interest at the rates shown in Exhibit A; such interest is payable semiannually on March 2 and September 2 of each year, commencing September 2, 1996. The Bonds shall bear a premium in accordance with the Resolution if redeemed in advance of maturity, except pursuant to the mandatory redemption provisions of the Resolution.
The total purchase price of the Bonds shall be $2,200,000 which is the aggregate principal amount of the Bonds less an underwriting discount of 3.0% ($66,000) plus accrued interest, if any, to the Closing Date. The Bonds shall otherwise be substantially in the form described in, and shall be issued, delivered and secured under and pursuant to, and shall be payable and subject to redemption as provided in the authorizing resolution of the Town Council of the Town (the “Town Council”), approved as Town Resolution No. Resolution Authorizing Issuance of Bonds, Shoreline Parking Facilities Assessment District (the “Resolution”), adopted by the Town Council on February 20, 1996.

(b) At 9:00 o’clock a.m., California time, on February ___, 1996 or on such date as we mutually agree upon (the “Closing Date”), the Town will deliver or cause to be delivered to the Underwriter, at a location or locations within the United States of America to be designated by the Underwriter, the Bonds in book-entry form (all of the Bonds to be typed or printed and to bear CUSIP numbers), duly executed and authenticated. The Town will deliver to the Underwriter in San Francisco, California, at such time and at such date and at the offices of the Underwriter or another place to be mutually agreed upon by the Town and the Underwriter, the closing documents hereinafter mentioned. The Underwriter will accept such delivery and the Underwriter shall pay to the order of the Town the purchase price of the Bonds as set forth in subparagraph (a) above in lawful money of the United States of America, payable in immediately available funds (such delivery and payment being herein referred to as the “Closing”) to the order of the Town in an amount equal to the purchase price. The Bonds shall be delivered in book-entry form and registered to Cede & Co.

(c) The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial offering price set forth in the Official Statement prepared in connection with the issuance of the Bonds (the “Official Statement”), which price may be changed from time to time by the Underwriter. The Town hereby ratifies the use by the Underwriter of the Preliminary Official Statement in the marketing of the Bonds.

(d) In the event that the liens to be established by the Assessment District are prepaid by any or all of the assesses prior to the issuance of the Bonds, then the Underwriter will be entitled to receive as
compensation (i) an underwriting discount of no less than 1.0% and (ii) a management fee of no less than $48,000.00.

2. **Representations, Warranties and Agreements of the Town.**

    The Town hereby represents, warrants and agrees with the Underwriter that:

    (a) The Town is duly organized and existing under the laws and Constitution of the State of California (the "State").

    (b) (i) at or prior to the Closing Date, the Town will have taken all actions required to be taken by it to authorize the issuance and delivery of the Bonds;

    (ii) the Town has full legal right, power and authority to enter into this Contract, to adopt the Resolution, to issue and deliver the Bonds to the Underwriter, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Contract and the Resolution;

    (iii) by all necessary official action, the Town, prior to or concurrently with the acceptance hereof, has duly approved and executed the Resolution and has duly authorized and approved (A) the execution and delivery of this Contract and the issuance, execution and delivery of the Bonds in accordance with the Resolution, and (B) the performance by the Town of its obligations contained in and contemplated by the Bonds, the Resolution and this Contract, and the Resolution and such authorization shall be in full force and effect on the Closing Date;

    (iv) this Contract and the Bonds have been, or on or before the Closing Date will be, duly executed and delivered by the Town, and, on the Closing Date, the Bonds, when authenticated and delivered to the Underwriter in accordance with the Resolution and this Contract, will constitute legally valid and binding obligations, enforceable in accordance with their respective terms except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating or limiting creditor’s rights generally.
Town of Corte Madera  
Shoreline Parking Facility Assessment District  
Bond Purchase Contract  
February 20, 1996  
Page 4

(c) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or governmental agency or public body whatsoever is required (except such as have been filed, made or obtained) in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby.

(d) The approval, adoption and execution of the Resolution, the issuance of the Bonds, the execution, delivery and performance of this Contract and the Bonds, and compliance with the provisions of each of such documents or instruments do not conflict with or constitute on the part of the Town a violation of or default under, the Constitution of the State or any existing law, charter, ordinance, regulation, decree, order or resolution, and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the Town is a party or by which it is bound or to which it is subject.

(e) To the best knowledge of the Town, as of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or threatened against the Town (i) in any way affecting the existence of the Town or in any way challenging the respective powers of the several offices or the titles of the officials of the Town to such office; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of the assessments pledged or to be pledged or available to pay the principal of, premium, if any, or the interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, this Contract or the Resolution, or contesting the powers of the Town or its authority with respect to the Bonds or the Assessment District, the Resolution or this Contract; or (iii) in which a final adverse decision could (A) materially adversely affect the consummation of the transactions contemplated by this Contract or the Resolution, (B) declare this Contract or the Resolution to be invalid or unenforceable in whole or in material part, or (C) adversely affect the exemption of the interest paid on the Bonds from taxation by the State.

(f) Between the date hereof and the Closing Date, without the prior written consent of the Underwriter, the Town shall not have issued any bonds, notes or other obligations for borrowed money secured by the property within the Assessment District.
(g) The Town has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Town is a bond issuer whose arbitrage certificates may not be relied upon.

(h) Any certificate signed by an officer or official of the Town and delivered to the Underwriter shall be deemed a representation and warranty by the Town to the Underwriter as to the statements made therein but not of the person signing the same.

(i) The Town will apply the proceeds from the sale of the Bonds for the purpose specified in the Resolution.

(j) The Town has responded fully and, to the best of Underwriter's knowledge, accurately, to all requests for information requested by Underwriter for inclusion in the Official Statement.

(k) The Town shall have delivered or cause to have delivered to the Underwriter prior to the execution of this contract or the first sale of the Bonds, whichever first occurs, copies of a Preliminary Official Statement relating to the Bonds deemed final by the Town for purposes of Rule 15c2-12 under the Securities Act of 1934 (the "Rule") and to satisfy Municipal Securities Rulemaking Town ("MSRB") Rule G-32 or any other rules adopted by the MSRB. Within seven business days from the date hereof, the Town will deliver or cause to be delivered and made available to the Underwriter a final Official Statement for distribution to purchasers of the Bonds.

3. **Conditions to the Obligations of the Underwriter.**

The Underwriter hereby enters into this Contract in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Town of its obligations hereunder, both on and as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Contract to accept delivery of and the underwriting obligation to pay for the Bonds shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties of the Town contained herein, all as of the date hereof and as of the Closing Date, to the
accuracy in all material respects of the statements of the officials of the
Town made in any certificate or other document furnished pursuant to the
provisions hereof, to the performance by the Town of its obligations to be
performed hereunder and under the Resolution at or prior to the Closing
Date, and also shall be subject to the following additional conditions:

(a) The representations and warranties of the Town contained
herein shall be true, complete and correct in all material respects on the date
hereof and on the Closing Date, as if made on and at the Closing.

(b) At the time of Closing, the Resolution and this Contract shall
have been duly authorized, executed, issued and delivered by the respective
parties thereto, in substantially the forms hereofore presented to the
Underwriter, with only such changes as shall have been agreed to by the
Underwriter, and said agreements, documents and instruments shall be in
full force and effect and shall not have been amended, modified or
supplemented except as shall have been agreed to by the Underwriter, and
the Underwriter shall have received, in appropriate form, evidence thereof.

(c) As of the Closing Date, the assessments for the Bonds shall
have been approved and confirmed by the Town and recorded in the office
of the Superintendent of Streets or other appropriate official of the Town.

(d) Between the date hereof and the Closing Date, the
marketability of the Bonds shall not have been materially adversely affected,
in the judgment of the Underwriter (evidenced by a written notice to the
Town terminating the obligations of the Underwriter to accept delivery of
and make any payment for the Bonds) by reason of any of the following:

(i) legislation enacted (or resolution passed) by or
introduced or pending legislation amended in the Congress or recommended
for passage by the President of the United States, the Secretary of the
Treasury or any member of Congress, or a decision rendered by a court
established under Article III of the Constitution of the United States or by
the Tax Court of the United States, or an order, ruling, regulation (final,
temporary or proposed), press release or other form of communication
issued or made by or on behalf of the Treasury Department of the United
States or the Internal Revenue Service, with the purpose or effect, directly or
indirectly, altering federal income taxation upon interest as would be
received by the owners of the Bonds with respect to the Bonds;
Town of Corte Madera
Shoreline Parking Facility Assessment District
Bond Purchase Contract
February 20, 1996
Page 7

(ii) the declaration of war or engagement in major military hostilities by the United States or the occurrences of any other national emergency or calamity relating to the effective operation of the government of or the financial community in the United States;

(iii) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(iv) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, or any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of the Underwriters;

(v) legislation enacted (or resolution passed) by or introduced or pending legislation amended in the Congress or recommended for passage by the President of the United States, or an order, decrees or injunction issued by a court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of communication issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements from which they are now exempt under the Securities Act of 1933, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, as contemplated hereby, otherwise is or would be in violation of the federal securities laws as amended and then in effect.

(e) At or prior to the Closing Date, the Underwriter shall have received the following documents, in each case satisfactory in form and substance to the Underwriter:

(i) a certified copy of the Resolution duly adopted, executed and delivered by the Town Council,
the approving opinion, dated the Closing Date and addressed to the Town, of Sturgis, Ness, Brunsell and Assaf, Bond Counsel, and an opinion of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to them;

(iii) a certificate or certificates, dated the Closing Date, signed by the Finance Director or another duly authorized official for the Town satisfactory to the Underwriter, in form and substance satisfactory to the Underwriter, to the effect that, to the best of his knowledge, (A) the representations and warranties of the Town contained in Paragraph 2 of this Contract are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and (B) no litigation is pending or threatened (x) to restrain or enjoin the issuance, sale or delivery of any of the Bonds or the validity of the assessments, (y) in any way contesting or affecting the validity of this Contract, the Bonds or the Resolution, or (z) in any way contesting the existence or powers of the Assessment District or the Town;

(iv) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the representations of the Town herein, and the due performance or satisfaction by the Town at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the Town in connection with the transactions contemplated hereby and by the Resolution.

4. **Expenses**:

(a) The Town shall be under no obligation to pay, other than out of Bond proceeds, any expenses incident to the Town’s obligations hereunder, including, but not limited to (i) the fees and disbursements of any accountants and other experts, engineers consultants or advisers retained; (ii) the cost of preparation, printing and mailing or delivery of the definitive Bonds; (iii) the cost of preparation, printing and distribution of the Preliminary Official Statement and the Official Statement; (iv) the fees and disbursements of Bond Counsel; (v) the fees and disbursements of
Underwriter's Counsel, which is estimated not to exceed $20,000.00; (vi) the fees and disbursements of the Registrar, Transfer Agent and Paying Agent and its counsel; and (vii) the costs of publication or mailing of notices as required by the Resolution.

(b) The Underwriter shall pay (i) all advertising expenses in connection with the public offering of the Bonds (ii) the cost of preparation of this Contract and (iii) all other expenses incurred by them or any of them in connection with the public offering and distribution of the Bonds.

5. Notices.

Any notice or other communication to be given to the Town under this Contract may be given by delivering the same in writing to:

The Town: The Town of Corte Madera
300 Tamalpais Drive
Corte Madera, CA 94976
Attention: George Warman, Finance Director

Underwriter: Sutro & Co., Incorporated
Public Finance Department
201 California Street
San Francisco, CA 94111
Attention: Philip A. Hoon, Senior Vice President

6. Parties in Interest; Governing Law.

This Contract is made solely for the benefit of the Town and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Contract shall be governed by the laws of the State of California.
7. **Survival of Representations and Warranties.**

The representations and warranties of the Town set forth in or made pursuant to this Contract shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Contract and regardless of any investigations or statements as to the results thereof made by or on behalf of the Underwriter and regardless of delivery of and payment for the Bonds.

8. **Counternparts.**

This Contract may be executed in several counternparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

9. **Effective.**

This Contract shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by a duly authorized official of the Town, and shall be valid and enforceable as of the time of such acceptance.
Town of Corte Madera  
Shoreline Parking Facility Assessment District  
Bond Purchase Contract  
February 20, 1996  
Page 11

If the foregoing accurately sets forth our understanding, kindly indicate your agreement with and acceptance of the foregoing by signing this letter in the space below.

Very truly yours,

SUTRO & CO., INCORPORATED

By: ____________________________
Philip A. Hoon  
Senior Vice President

ACCEPTED AS OF THE  
DATE STATED ABOVE:

THE TOWN OF CORTE MADERA

By: ____________________________
Name  
Title
EXHIBIT A
$2,200,000
TOWN OF CORTE MADERA
SHORELINE PARKING FACILITY ASSESSMENT DISTRICT
LIMITED OBLIGATION IMPROVEMENT BONDS
SERIES 1996

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TOTAL
RESOLUTION NO. 2857

RESOLUTION INITIATING PROCEEDINGS

SHORELINE PARKING FACILITY MAINTENANCE DISTRICT
(Pursuant to the Landscaping and Lighting Act of 1972)

The Town Council of the Town of Corte Madera resolves:

1. The Town Council proposes to form an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets and Highways Code) for the purpose of maintaining any or all of the following improvements:

   The maintenance of a parcel of land, five acres in size more or less, including a vehicular parking area, landscaping, drainage facilities, and other appurtenances, together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

2. The proposed district shall be designated Shoreline Parking Facility Maintenance District, Town of Corte Madera, Marin County, California, and shall include the land shown on the map designated "Assessment Diagram, Shoreline Parking Facility Maintenance District, Town of Corte Madera, Marin County, California" which map is on file with the Town Clerk and is hereby approved.

3. The Director of Public Works of the Town of Corte Madera, or the holder of a successor office, is hereby designated engineer for the purpose of these proceedings. The Town Council hereby directs the engineer to prepare and file with the Town Clerk a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

*    *    *
I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof, held on the 20th day of February, 1996, by the following vote, to wit:

AYES: Councilmembers Airolä, Blair, Gioia, Marker, Richardson

NOES: Councilmembers - None -

ABSENT: Councilmembers - None -

TOWN OF CORTE MADERA

BY

ATTEST:

[Signature]

[Title]

Town Clerk
RESOLUTION NO. 2858

RESOLUTION ORDERING IMPROVEMENT

SHORELINE PARKING FACILITY MAINTENANCE DISTRICT
(Pursuant to the Landscaping and Lighting Act of 1972)

The Town Council of the Town of Corte Madera resolves:

1. On this date the Town Council adopted its Resolution Initiating Proceedings for the formation of Shoreline Parking Facility Maintenance District, Town of Corte Madera, Marin County, California, and directed the preparation and filing of an Engineer’s Report on the proposed annexation.

2. The Engineer for the proceedings has filed an Engineer’s Report with the Town Clerk.

3. Owners of all land within the boundaries of the proposed district have filed their consent to the formation of the proposed district without notice of hearing, and to the adoption of the Engineer’s Report and the levy of assessments stated therein.

4. The Town Council hereby orders the improvements and the formation of the assessment district described in the Resolution Initiating Proceedings and in the Engineer’s Report.

5. The Town Council hereby confirms the diagram and assessment contained in the Engineer’s Report, and levies the assessment for the fiscal year 1996-97.

* * *

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof, held on the 20th day of February, 1996, by the following vote, to wit:

AYES: Councilmembers Airoldi, Blair, Gloia, Marker, Richardson

NOES: Councilmembers - None -

ABSENT: Councilmembers - None -

TOWN OF CORTE MADERA

By

[Signature]

Town Clerk

ORIGINAL
RESOLUTION NO. 2981

RESOLUTION ESTABLISHING IN PERPETUITY THE ANNUAL MAINTENANCE ASSESSMENT FOR THE SHORELINE PARKING FACILITY MAINTENANCE DISTRICT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972

RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA, as follows:

WHEREAS, the three owners of land within the boundaries of the Shoreline Parking Facility Maintenance District have consented to the formation of this District without notice of hearing, and to the adoption of the Engineer’s Report and the levy of assessments stated therein as memorialized by Town Council Resolution No. 2858, adopted by the Town Council on February 20, 1996.

NOW, THEREFORE, BE IT RESOLVED, that the annual Maintenance Assessment is hereby set in perpetuity in accordance with said referenced documents as specified below:

ASSESSMENT ROLL
TOWN OF CORTE MADERA
SHORELINE PARKING FACILITY MAINTENANCE DISTRICT

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* * * * * * * *
I hereby certify that the foregoing is a full, true and correct copy of Resolution No. 2981, duly passed and adopted by the Town Council of the Town of Corte Madera, at a meeting thereof duly held on the 21st day of July, 1998, by the following vote:

AYES, and in favor thereof, Councilmembers: Dupar, Jorgensen, Paulson, Rainwater

NOES, Councilmembers: - None -

ABSTAIN, Councilmembers: - None -

ABSENT, Councilmembers: Gioia

Christine Bell, Town Clerk

Melissa Paulson, Mayor
PART D

SHORELINE PARKING FACILITY MAINTENANCE DISTRICT
(Pursuant to the Landscaping and Lighting Act of 1972)

ASSESSMENT SPREAD METHOD

The amount to be assessed to each parcel is based on the amount of retail building area in each parcel.

<table>
<thead>
<tr>
<th>ASSESSMENT PARCEL</th>
<th>RETAIL AREA</th>
<th>PERCENT OF TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>109,000 sq. ft.</td>
<td>25.75%</td>
</tr>
<tr>
<td>2</td>
<td>205,275 sq. ft.</td>
<td>48.50%</td>
</tr>
<tr>
<td>3</td>
<td>109,000 sq. ft.</td>
<td>25.75%</td>
</tr>
<tr>
<td></td>
<td>423,275 sq. ft.</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

These percentages are applied to the total assessment to determine the amount assessed to each parcel.
<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER(S)</th>
<th>NAME AND ADDRESS OF OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (APN: 024-032-20)</td>
<td>Nordstrom, Inc.</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 2229</td>
</tr>
<tr>
<td></td>
<td>Seattle WA 98111</td>
</tr>
<tr>
<td>2 (APN: 024-032-21)</td>
<td>JMB/CM Village Assoc.</td>
</tr>
<tr>
<td></td>
<td>c/o The Hahn Co.</td>
</tr>
<tr>
<td></td>
<td>4350 LaJolla Village Drive, Suite 700</td>
</tr>
<tr>
<td></td>
<td>San Diego CA 92122</td>
</tr>
<tr>
<td>3 (APN: 024-032-22)</td>
<td>Macy's Primary Real Estate Inc.</td>
</tr>
<tr>
<td></td>
<td>FED Department Stores</td>
</tr>
<tr>
<td></td>
<td>7 West 7th Street</td>
</tr>
<tr>
<td></td>
<td>Cincinnati OH 45202</td>
</tr>
</tbody>
</table>

*** END OF LIST ***
November 9, 2015

David Bracken
Town Manager
Town of Corte Madera
Department of Public Works
300 Tamalpais Drive
Corte Madera, CA 94925

RE: Letter of Interest - 5.4-Acre Gravel Lot

Dear Dave:

I am writing to confirm the interest of Corte Madera Village, LLC’s (“CMV”) interest in entering into negotiations with the Town of Corte Madera to acquire the 5.4-acre gravel lot, located northeast of Nordstrom and across Redwood Highway. As is further described in our revised development application filed on August 21, 2015, CMV proposes to improve the gravel lot to provide parking to facilitate development of the proposed new Restoration Hardware Design Gallery, and provide improved parking facilities for the entire Village at Corte Madera center.

As you know, CMV’s predecessor, Macy’s and Nordstrom’s collectively financed the Town’s acquisition of the gravel lot in 1998, in exchange for the Town’s agreement to use the gravel lot for public parking at no cost. As part of our negotiations, all of these parties would agree to replace that prior agreement with a new agreement concerning use of the property, should it be approved by the Town Council.

As you also know, the gravel lot has been used from time to time for various community activities and events. CMV anticipates many of those uses would be allowed to continue, again subject to the Town’s approval. CMV is also open to negotiating a long-term lease (99 years), if satisfactory terms can be agreed upon by the parties.

Finally, as is described in our application, we propose to include energy efficient shielded lighting, low-impact development (LID) elements, bioretention areas and appropriate setbacks to provide protection to biological resources equal to or greater than that which exists today.

Thank you very much for your consideration. We look forward to working with you and the Town on this important and exciting proposal to facilitate a new Restoration Hardware Design Gallery and to improve and update the parking facilities at the Village at Corte Madera.

Sincerely,

Stephen Logan, AVP, Development
Attachment 7: Email from Perkins Cole dated 12/09/2015.
David

Please see email about the gravel lot. Please let me know when you plan to take the appraisal to Council in closed session.

Judith Propp | Of Counsel
Renne Sloan Holtzman Sakai LLP
350 Sansome Street, Suite 300
San Francisco, CA 94104
Direct: 925-588-9922

Subject: RH gravel lot

Dear Judith,

I have spoken with Garrett Newland at Macerich and he has authorized me to confirm in writing to you that the only viable option for pursuing development of the new Restoration Hardware (RH) store is to be able to acquire (or lease long-term) and improve the gravel lot to accommodate new parking associated with the new RH store and replace the parking area the store will displace at the existing center. If the gravel lot is not available to meet these parking requirements, Macerich has the option of terminating the RH lease and likely would exercise that option for the reasons described below.

After City staff indicated in the summer of 2014 a willingness to transfer the gravel lot to Macerich, Macerich explored design and entitlement options with RH that included use of the gravel lot for meeting the city’s parking requirements. After months of negotiations, Macerich entered into a lease with RH in April 2015. The lease requires Macerich obtain entitlements for the RH store, prepare the site for development of the store and provide all parking needed to meet the City’s parking requirements. If these requirements cannot met, Macerich has the option of terminating the RH lease. Although Macerich briefly considered building a 2-story above-grade parking structure to the north of the proposed new RH store (below grade parking is not an option due to the high water table), Macerich quickly dismissed this option in light of the exorbitant costs that would be associated with such a structure and the reality that the community would strongly oppose development of a parking garage of any kind at the center. Macerich also did community outreach concerning the use of the gravel parking lot and learned that with the right level of design that would be sensitive to the surrounding biological resources, the proposed parking improvements would not engender the same level of community opposition that would be expected with a proposed parking structure.
Also, at the time the RH lease was signed, Macerich was anticipating the Town would prepare a mitigated
negative declaration, timing off of the significant general plan EIR work that was completed in 2008, as
had been done for approval of both the Nordstrom expansion (now complete) and the Macy's expansion
(now on hold). It also was anticipated that entitlements would be achieved by late 2015, with construction
commencing in 2016. Since then, the Town has decided to complete an EIR, Macerich estimates the
planning, environmental review and legal costs associated with the additional work will approach $2
million. Construction has now been put on hold at least a year. Accordingly, any room to accommodate
additional parking development costs is quickly diminishing and makes any alternative parking options
even less feasible.

I hope this is responsive to your question; please let me know if you need further information.

- Cecily

Cecily Barclay | Perkins Coie LLP

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