ATTACHMENT 6

DEVELOPMENT AGREEMENT AND
NON-EXCLUSIVE PARKING EASEMENT
DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE TOWN OF CORTE MADERA

AND

CORTE MADERA VILLAGE, LLC

(RELATING TO THE 3.81-ACRE PARKING AREA ON TAMALPAIS DRIVE)
Development Agreement By and Between  
The Town of Corte Madera and Corte Madera Village, LLC  

(Relating to the 3.81-Acre Parking Area on Tamalpais Drive)  

This Development Agreement ("Development Agreement"), dated for reference purposes only, 2017, is entered into by and between the TOWN OF CORTE MADERA, a California municipal corporation (the "Town"), and CORTE MADERA VILLAGE, LLC, a Delaware limited liability company ("Developer"), to be effective as of the Effective Date (as defined in Section 1.02), pursuant to Government Code section 65864 et seq. (the "Development Agreement Statute"). The Town and Developer are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature enacted the Development Agreement Statute, which authorizes a city to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property and establishing certain development rights therein.


C. Developer has a fee interest (the "Developer Parcel") in certain portions of a shopping center commonly known as The Village at Corte Madera ("The Village"), located in Corte Madera, Marin County, California. The Village is depicted in Exhibit A attached hereto and incorporated herein by reference. The Developer Parcel is depicted and more particularly described in Exhibit B attached hereto and incorporated herein by reference.

D. The Town is the fee owner of certain real property located in Corte Madera, Marin County, California, consisting of 3.81 acres, as depicted and more particularly described in Exhibit C attached hereto and incorporated herein by reference (the "Parking Area"). The Parking Area is located to the north of The Village across Redwood Highway and is currently used by the Town for public parking purposes and occasional public community events.

E. Developer and Restoration Hardware, Inc., a Delaware corporation ("Restoration Hardware"), desire (1) to construct a new Restoration Hardware Gallery of approximately 46,000 square feet and to make associated site improvements at The Village (the "Restoration Hardware Project"), and (2) to make improvements to the Parking Area (the "Parking Area Project"), each consistent with Applicable Law (as defined in Section 2.02) and substantially as configured in Exhibit D and Exhibit E, respectively, attached hereto and incorporated herein by reference. The Restoration Hardware Project and the Parking Area Project are collectively referred to herein as the "Restoration Hardware Expansion."

F. The Parties desire to allow parking spaces created by the Parking Area Project to be used toward satisfying the Town's parking requirements for the Developer Parcel (and such other portions of The Village as Developer may designate) during the Term (as defined in Section 1.03) of this Development Agreement, in accordance with section 18.20.060 of the
Town’s Municipal Code, which will provide benefits to Developer, Restoration Hardware, the Town, and the public.

G. The Parties desire for the Town to remain the fee owner of the Parking Area during the Term (as defined in Section 1.03) of this Development Agreement, and for the Town to own the Parking Area and any improvements existing thereon upon expiration or termination of this Development Agreement.

H. Developer and Restoration Hardware have applied for, and the Town has granted, the following approvals in connection with the Restoration Hardware Expansion (collectively referred to as the "Approvals"):

1) Adoption of Resolution No. __________, on __________, 2017, to approve amending the Town’s General Plan to change the land use designation of the Parking Area from Wetlands and Marshlands to Mixed Use Regional Serving Commercial.

2) Adoption of Ordinance No. __________, on __________, 2017, to approve changing the zoning district of the Parking Area from POS Parks, Open Space and Natural Habitat District to P/SP Public and Semipublic Facilities District (with the Baylands Risk Zone and Natural Habitat Overlay District remaining in place).

3) Adoption of Resolution No. __________, on __________, 2017, to approve a conditional use permit to permit the Parking Area to be improved in conformity with the standards prescribed for off-street parking facilities in chapter 18.20 of the Town’s Municipal Code.

4) Adoption of Resolution No. __________, on __________, 2017, to approve an amendment to Preliminary Plan 11-01, which encompasses The Village and the Parking Area.

5) Adoption of Resolution No. __________, on __________, 2017, to approve a precise plan encompassing The Village and the Parking Area.

6) Adoption of Resolution No. __________, on __________, 2017, to approve a design review application for the Restoration Hardware Project.

7) Adoption of Resolution No. __________, on __________, 2017, to approve a lot line adjustment at the northern boundary of the Developer Parcel.

8) Adoption of Resolution No. __________, on __________, 2017, to approve a non-exclusive parking easement agreement (the "Easement Agreement") whereby the Town grants to Developer a non-exclusive easement over the Parking Area for (a) constructing, maintaining, and operating thereon a parking lot that may be used for parking by patrons and employees of The Village and invitees and licensees of Developer and that may be used by Developer toward meeting the Town’s parking requirements for the Developer Parcel and such other portions of The Village as Developer may designate in written notice to the Town, and (b) construction staging for the Restoration Hardware Project. The Easement Agreement is attached hereto as Exhibit F and incorporated herein by reference.

9) Adoption of Ordinance No. __________, on __________, 2017, to approve this Development Agreement.
I. To comply with the California Environmental Quality Act, and in connection with the Approvals, the Town prepared an environmental impact report (the "EIR") that addresses the impacts of the Restoration Hardware Expansion (State Clearinghouse Number 2016102061). The Town Council reviewed and considered the information in the EIR and adopted Resolution No. __________ on __________, 2017, to certify the EIR and make findings.

J. This Development Agreement is consistent with the Town’s General Plan, any preliminary or specific plan, and the Town’s Municipal Code, all as amended by the Approvals. This Development Agreement is advantageous to and benefits the Town. This Development Agreement will not be detrimental to the public’s health, safety, or general welfare, nor will it adversely affect the orderly development of property.

AGREEMENT

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

Article I. SUBJ ECT PROPERTY, EFFECTIVE DATE, TERM, AND USE.

Section 1.01 Subject Property. The Developer Parcel is the “Subject Property” of this Development Agreement. The terms of this Development Agreement apply to the Subject Property.

Section 1.02 Effective Date. The rights, duties, and obligations hereunder shall become effective on the "Effective Date," which shall be the date this Development Agreement is executed by the Parties following (a) the effective date of the ordinance adopted by the Town Council to approve this Development Agreement and (b) the effective date of all Approvals.

Section 1.03 Term. The “Term” of this Development Agreement shall commence on the Effective Date and shall extend 99 years thereafter unless sooner terminated as provided in Section 11.02 or Section 11.03. Notwithstanding the foregoing, this Development Agreement and the Term shall automatically terminate should the Easement Agreement, for any reason, no longer be in full force and effect after its execution and recordation by the Parties.

Section 1.04 Use. The Parking Area may be used only for public parking, Community Events (as defined in Section 5.01), constructing the Parking Area Project, and construction staging for the Restoration Hardware Project, as further described in Article III, Article IV, Article V, and Article VII.

Section 1.05 Ownership Upon Termination or Expiration. Upon termination or expiration of this Development Agreement pursuant to Section 1.03, Section 11.02, or Section 11.03, the Town shall retain ownership of the Parking Area and any improvements then existing thereon, free and clear of the Easement Agreement.

Article II. VESTED RIGHT, LAWS, AND PROCEDURES GOVERNING THE PROJECT.

Section 2.01 Vested Right. Developer shall have the vested right to develop the Parking Area Project on the Parking Area and to count up to 455 parking spaces on the Parking Area toward satisfying the Town’s parking requirements for the Developer Parcel and such
other portions of The Village as Developer may hereafter designate in written notice to the Town, in accordance with this Development Agreement and Applicable Law (as defined in Section 2.02), during the Term of this Development Agreement. In the event of any conflict or inconsistency between this Development Agreement and Applicable Law, this Development Agreement shall prevail and control to the fullest extent legally possible. Except as expressly provided in this Development Agreement, Developer's vested right to count parking spaces on the Parking Area toward satisfying the Town's parking requirements for the Developer Parcel (and such other portions of The Village as Developer designates) does not confer, grant, or vest any discretionary approvals for future development projects at The Village, nor can the Parking Area be used in calculating the floor-area ratio for any future development projects at The Village.

Section 2.02 Applicable Law. "Applicable Law" consists of the Town's laws, rules, regulations, and official policies applicable to the Parking Area Project and the Subject Property in force and effect on the Effective Date, as amended by the Approvals and Later Enactments (as defined in Section 2.03).

Section 2.03 Later Enactments. The Town may adopt new or modified laws, rules, regulations, or official policies after the Effective Date (each a "Later Enactment," and collectively the "Later Enactments"), and such Later Enactments shall be included within Applicable Law; provided, however, that such Later Enactments (whether adopted by action of the Town Council or other body or personnel, by initiative, by referendum, or otherwise) shall be applicable to the Parking Area Project and the Subject Property except to the extent that such application (a) prevents or prohibits any parking spaces at the Parking Area from being used toward satisfying the Town’s parking requirements for the Developer Parcel (or any other portion of The Village that Developer designates pursuant to Section 2.01) during the Term of this Development Agreement, (b) modifies or impedes the development of the Parking Area Project, or (c) otherwise affects Developer's rights or obligations with respect to the Parking Area or the Parking Area Project under this Development Agreement and the Easement Agreement. Except as expressly provided in this Development Agreement, this Development Agreement shall not vest any other Town development regulations, including, without limitation, the Town's General Plan; the Town's Municipal Code; impact, processing, or development fees; or any other development requirements that may be imposed in connection with future development at The Village.

Section 2.04 Conflict Between Town and State or Federal Laws. In the event that state and/or federal law(s) and/or regulation(s) enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Development Agreement, the Parties shall provide each other with written notice of such state or federal law or regulation, a copy of such law or regulation, and a statement concerning the conflict with the provisions of this Development Agreement. The Parties shall, within 30 days after such notice, meet and confer in good faith in a reasonable attempt to modify this Development Agreement so as to comply with such state or federal law or regulation giving rise to the conflict, pursuant to Government Code section 65869.5. The Town shall cooperate reasonably with Developer in the securing of any permits, approvals, or entitlements that may be required as a result of modifications of suspensions made pursuant to this Section 2.04. Notwithstanding the foregoing, Developer will have the right, at its sole cost, to challenge in a court of competent jurisdiction, the state or federal law or regulation preventing compliance with the terms of this Development Agreement and, if such challenge is successful, this Development Agreement shall remain unmodified and in full force and effect.
Section 2.05 Timing of Construction and Completion. Notwithstanding section 18.18.050(e) of the Town’s Municipal Code, the Parties acknowledge and agree that Developer cannot at this time predict when or the rate at which the Restoration Hardware Project will be constructed, and that there is no requirement that Developer initiate or complete construction of the Parking Area Project within any particular period of time during the Term of this Development Agreement, except that Developer shall complete the Parking Area Project prior to the completion of the Restoration Hardware Project.

Section 2.06 Subject Property Modifications. In the event that the Town approves a lot line adjustment or parcel map that affects the Subject Property, this Development Agreement automatically shall encumber any property added to the Subject Property and shall no longer encumber any property removed from the Subject Property, and the Parties shall promptly amend this Development Agreement and any exhibits hereto to the extent necessary to reflect such changes to the Subject Property.

Article III. NON-EXCLUSIVE PARKING EASEMENT AGREEMENT.

Not later than the commencement of construction of the Parking Area Project and the First Annual Payment Due Date (as defined in Section 6.01), whichever is later, the Parties shall execute the Easement Agreement, whereby the Town grants to Developer a non-exclusive easement over the Parking Area for (a) constructing, maintaining, and operating thereon a parking lot that may be used by patrons and employees of The Village and invitees and licensees of Developer for parking and that may be used by Developer toward meeting the Town’s parking requirements for the Developer Parcel and such other portions of The Village as Developer may hereafter designate in written notice to the Town, and (b) construction staging for the Restoration Hardware Project. The Town Clerk shall cause the Easement Agreement to be recorded in the Official Records of Marin County within 10 days of its execution by both Parties. Recodardion of the Easement Agreement shall terminate automatically the use restriction and other obligations applicable to the Parking Area that are more particularly described in Exhibit C to a certain Agreement to Pay $100,000 for Extension of Right to Purchase Habitat Site, entered into on December 18, 1995, by and between the Town and JMB/CM Village Associates.

Article IV. PARKING AREA OBLIGATIONS.

Section 4.01 Parking Area Project. Developer shall be responsible for development and construction of the Parking Area Project at its own expense, including any permit fees, which shall consist of the following improvements, each consistent with Applicable Law and as configured in the site plan, grading plan, stormwater control plan, and landscape plan that are attached hereto as Exhibit E and incorporated herein by reference:

(a) Replace the current gravel surface with pavement and stripe the pavement to accommodate up to 455 parking spaces.

(b) Install landscaping, using rain garden bioretention areas where feasible.

(c) Extend utilities from The Village to the Parking Area.

(d) Install environmentally sensitive lighting, using energy-efficient LED lighting.
(e) Upgrade drainage to meet current water quality standards, using low-impact development elements.

(f) Improve the biological preservation area between areas of the Parking Area that will be paved and San Francisco Bay, to the extent required by any of the mitigation measures in the EIR.

Section 4.02 Operation and Maintenance. During the Term of this Development Agreement, except during Community Events (as defined in Section 5.01) and as provided in Section 5.04, Developer shall operate and maintain the Parking Area in good order, condition, and repair, and in a manner consistent with the operation and maintenance of the parking lot at The Village. Notwithstanding the foregoing, the Town may perform emergency maintenance or emergency nuisance abatement on the Parking Area without prior written notice to Developer if giving prior written notice to Developer is not practicable under the circumstances, in which event the Town shall give such notice to Developer as shall be practicable under the circumstances. Developer shall reimburse the Town for the actual out-of-pocket costs incurred by the Town in performing such emergency maintenance or emergency nuisance abatement. Such reimbursement shall be paid within 30 days of Developer’s receipt of the Town’s request for reimbursement, which request shall be accompanied by reasonable supporting documentation of the costs incurred by the Town.

Section 4.03 Utilities. During the Term of this Development Agreement, except as provided in Section 5.04(b), Developer shall be responsible for the costs of providing utilities to the Parking Area.

Section 4.04 Insurance. During the Term of this Development Agreement, Developer shall obtain bodily injury and property damage insurance for the Parking Area in the amount of at least $3,000,000, naming Developer and the Town as insureds, or, at Developer’s option, Developer may pay the Town for the cost of obtaining such insurance.

Article V. PARKING AREA COMMUNITY EVENTS.

Section 5.01 Right to Use Parking Area for Community Events. Subject to the limitations in this Article V and the Easement Agreement, the Town shall have the right to use all or a portion of the Parking Area for up to 12 days between January 10 and October 31 of each year for noncommercial public community events and, with Developer’s consent, commercial public community events (each a “Community Event”) that are not reasonably expected to cause more wear and tear of the Parking Area than would occur from its ordinary use as a parking lot. The sponsor of a Community Event (each a “Community Event Sponsor”) may be the Town or a third party.

Section 5.02 Promotional Event and Anniversary Sale Event Notices. On or before February 1 of each year, Developer shall deliver to the Town a written notice of the known dates of promotional events, including, without limitation, department store sales or other significant sales events (each a “Promotional Event”) to be conducted at The Village during the succeeding year. Developer also may deliver to the Town a written notice of Nordstrom’s annual anniversary sale event typically held in July and/or August (each an “Anniversary Sale Event”) at least 90 days prior to such Anniversary Sale Event.

Section 5.03 Community Event Notice. The Town shall give Developer at least 90 days’ prior notice of any proposed Community Event that will limit or preclude public parking on
the Parking Area, which notice shall include the date(s) and a description of each proposed Community Event ("Community Event Notice"); provided, however, that such Community Events (a) shall not be held on consecutive weekends, (b) shall not last more than two consecutive days, and (c) shall not coincide with Promotional Events or Anniversary Sale Events. Following receipt of a Community Event Notice, Developer shall have 15 days to approve or disapprove the Community Event Notice, which approval shall not be unreasonably withheld, and may take into consideration the possibility of an Anniversary Sale Event, even if notice of an Anniversary Sale Event has not yet been given. Developer's consent for a Community Event may be reasonably withheld if the Community Event Sponsor would typically or historically pay the Town for use of the Parking Area for the Community Event and the Town has not required the Community Event Sponsor to pay an equivalent amount for use of the Parking Area for the Community Event. In the event that Developer disapproves the Community Event Notice, Developer shall explain the reasons for its disapproval, and the Parties shall thereafter cooperate in good faith in an effort to agree upon a mutually acceptable alternative date for the Community Event, provided such Community Event is otherwise permitted under the terms of this Development Agreement and the Easement Agreement. In the event that Developer neither approves nor disapproves the Community Event Notice within the 15-day period described in this Section 5.03, the Community Event Notice shall be deemed approved, provided such Community Event is otherwise permitted under the terms of this Development Agreement and the Easement Agreement.

Section 5.04 Obligations of Community Event Sponsors. The Town shall require each Community Event Sponsor (whether a third party or the Town) to:

(a) Perform all maintenance of the Parking Area during the Community Event, and, upon the conclusion of the Community Event, remove all trash and debris from the Parking Area and restore the Parking Area to substantially the same condition as it was prior to the Community Event;

(b) Provide its own generator(s) for all electricity needed for the Community Event, except for lighting that is provided by Developer as part of its normal operation of the Parking Area, and except for Community Events sponsored by the Town;

(c) At least 15 days prior to the Community Event, deliver to Developer an agreement executed by the Community Event Sponsor in form and content reasonably satisfactory to Developer whereby the Community Event Sponsor agrees to indemnify, defend, and hold harmless Developer and its affiliates from and against all claims, causes of action, proceedings, losses, damages, liability, cost, and expense (including, without limit, any fines, penalties, judgments, litigation costs, and attorneys' fees) for actual loss of or damage to property and for injuries to or death of any person arising out of the Community Event; and

(d) Obtain commercially reasonable property and liability insurance to cover the Community Event, naming both the Town and Developer as insureds, and deliver a certificate of such insurance to Developer at least 15 days prior to the Community Event.

Section 5.05 Community Event Clean-Up. In the event that a Community Event Sponsor does not perform its obligations under Section 5.04(a), the Town shall reimburse Developer for the actual costs incurred by Developer in performing such obligations. Such reimbursement shall be paid within 30 days of the Town’s receipt of Developer’s request for reimbursement, which request shall be accompanied by reasonable supporting documentation of the costs incurred by Developer.
Section 5.06 Community Event Revenue. In the event that the Town receives any revenue from a third-party sponsor of a Community Event in excess of the Town’s actual out-of-pocket expenses related to the Community Event, the Town shall pay such revenue to Developer within 30 days of the Community Event.

Article VI. ANNUAL PAYMENTS.

Section 6.01 Annual Payment to Town. In consideration of the vested rights and associated benefits conferred upon Developer by this Development Agreement, Developer shall pay to the Town an "Annual Payment" each calendar year to be used by the Town in its sole discretion for any purpose it deems appropriate. The Annual Payment shall be $320,000. The first Annual Payment shall be due on the first day of the first calendar month that is at least 60 days after the Effective Date (the "First Annual Payment Due Date"), and subsequent Annual Payments shall be due annually thereafter on such month and day; provided, however, that if a third party files a lawsuit to challenge this Development Agreement, the Town's certification of the EIR, or any of the Approvals (a "Third-Party Lawsuit"), Developer's obligation to make such Annual Payments shall be suspended until (a) a court issues a final judgment in such Third-Party Lawsuit and all appeal periods following such judgment have expired or (b) such Third-Party Lawsuit is dismissed.

Section 6.02 Termination of Annual Assessments. After Developer has made the first Annual Payment pursuant to Section 6.01, any annual assessments that accrue after Developer makes the first Annual Payment and that are received by the Town from any of the owners of The Village for maintenance of the Parking Area shall be credited against the Annual Payment next due under Section 6.01. In addition, after Developer has made the first Annual Payment pursuant to Section 6.01, the Town shall work expeditiously to terminate permanently such annual assessments for maintenance of the Parking Area no later than one year after Developer has made the first Annual Payment, at no cost to Developer. Developer shall cooperate reasonably with the Town to terminate such annual assessments for maintenance of the Parking Area.

Article VII. LICENSE TO USE PARKING AREA.

At Developer's request, the Town shall grant a license to Developer to commence construction of the Parking Area Improvements and to use the portion of the Parking Area depicted in Exhibit G, which is attached hereto and incorporated herein by reference, for construction staging purposes in connection with the Restoration Hardware Project prior to recordation of the Easement Agreement as provided in Article III, for a period not to exceed 120 days. As a condition to such license, Developer shall pay to Town $25,000, which shall be credited toward the first Annual Payment due pursuant to Section 6.01. In the event that this Development Agreement is terminated or is declared invalid by a court of competent jurisdiction prior to the First Annual Payment Due Date, the Town shall return such $25,000 payment to Developer. The form or essential terms of the agreement granting a license pursuant to this Article VII are attached hereto as Exhibit H and incorporated herein by reference.

Article VIII. SALE AND ENCUMBRANCE OF PARKING AREA.

The Town may not sell, convey, transfer, lease, hypothecate, or otherwise encumber all or any part of the Parking Area during the Term of this Development Agreement, nor grant any other party the right to use the Parking Area or to otherwise operate a parking or shuttle program thereon (except for Community Events permitted under the terms of this Development Agreement).
Agreement and the Easement Agreement), without the written consent of Developer. Developer may grant or deny such consent in its sole and absolute discretion.

Article IX. AMENDMENTS.

This Development Agreement may be amended from time to time, in whole or in part, only by mutual written consent of the Parties, in accordance with the provisions of Government Code sections 65867, 65867.5, and 65868. Following any amendment of this Development Agreement, the amended Development Agreement shall be recorded in accordance with Government Code section 65868.5.

Article X. DEFAULT, LEGAL ACTION, AND ATTORNEYS’ FEES.

Section 10.01 Default. Any failure by either Party to perform any term or provision of this Development Agreement, which failure continues uncured for a period of 90 days following written notice of such failure from the non-defaulting Party ("Notice of Default"), unless such period is extended by written mutual consent, shall constitute a default under this Development Agreement. A Notice of Default shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 90-day period, then the cure period shall be extended for such additional time as shall be reasonably required to effectuate such cure, provided that within that 90-day period, the defaulting Party shall begin acting to cure the default and shall thereafter continue acting diligently to complete the cure.

Section 10.02 Enforced Delay: Extension of Time of Performance. Neither Party shall be deemed to be in default of its obligations under this Development Agreement if a delay or default is due to an act of God, natural disaster, accident, breakage or failure of equipment, Third-Party Lawsuit or other litigation, failure of a government agency to issue a necessary permit or approval to Developer despite Developer’s best efforts to secure such permit or approval, strikes, lockouts or other labor disturbances or disputes of any character, interruption of services by suppliers thereof, unavailability of materials or labor, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages or other causes, war, civil disturbance, riot, or any other occurrence that is beyond the reasonable control of that Party (collectively, "Enforced Delay"). Performance by a Party of its obligations under this Development Agreement shall be excused during, and extended for a period of time equal to, any period (on a day-for-day basis) (a) for which the cause of such Enforced Delay is in effect or (b) in which a failure by the other Party to perform any term or provision of this Development Agreement remains uncured.

Section 10.03 Recovery of Town Costs for Operation, Maintenance, and Utilities. In the event that Developer has failed to cure or begin acting to cure a default under Section 4.02 or Section 4.03 within the time period provided in Section 10.01, the Town may, at its sole discretion, upon 10 days' written notice to Developer, elect to perform Developer’s obligations under Section 4.02 or Section 4.03 of which Developer remains in default, in which event Developer shall reimburse the Town for the actual out-of-pocket costs incurred by the Town to effect such cure. Such reimbursement shall be paid within 30 days of Developer's receipt of the Town’s request for reimbursement, which request shall be accompanied by reasonable supporting documentation of the costs incurred by the Town.

Section 10.04 Legal Action. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or
agreement herein, enjoin any threatened or attempted violation hereof, enforce by specific performance the obligations and rights of the Parties, or obtain any other remedy consistent with this Development Agreement. With the exception of claims to enforce any express monetary obligation under this Development Agreement and claims to enforce Developer’s rights to use parking spaces at the Parking Area or to count parking spaces at the Parking Area toward meeting the Town’s parking requirements, the Parties hereby waive any and all claims for money damages as a remedy.

Section 10.05 Attorneys’ Fees. In any legal action or other proceeding brought by one Party against the other Party to enforce or interpret a provision of this Development Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees and any other costs incurred in that action or proceeding in addition to any other relief to which it is entitled. The prevailing Party for purposes of this Development Agreement shall be deemed to be that Party which obtains substantially the result sought, whether by settlement, dismissal, or judgment.

Article XI. PERIODIC REVIEW AND TERMINATION.

Section 11.01 Periodic Review. No later than 12 months after the Effective Date, and no later than every 12 months thereafter, Developer and the Town Director of Planning and Building, or his or her designee, shall meet and review this Development Agreement annually to ascertain the good faith compliance by Developer with its terms pursuant to the Development Agreement Statute.

Section 11.02 Termination by Town. If the Town elects to consider terminating this Development Agreement due to a material default by Developer that remains uncured after expiration of the cure period provided in Section 10.01, then the Town shall give a notice of intent to terminate this Development Agreement to Developer, and the matter shall be scheduled for consideration and review by the Town Council in the manner set forth in the Development Agreement Statute and Town Resolution No. 24/2017. If the Town Council finds and determines, on the basis of substantial evidence, that a material default has occurred and remains uncured after expiration of the cure period provided in Section 10.01, and the Town Council elects to terminate this Development Agreement, the Town shall give written notice of termination of this Development Agreement to Developer, whereupon this Development Agreement shall be terminated thereby provided that such default remains uncured prior thereto; provided further, however, that Developer reserves any and all rights it may have to challenge in court the Town’s termination of this Development Agreement and the basis therefor.

Section 11.03 Termination by Developer. In the event Developer no longer needs parking spaces at the Parking Area to satisfy the Town’s parking requirements for the Developer Parcel (or such other portions of The Village that Developer designates pursuant to Section 2.01), Developer may elect to terminate this Development Agreement upon 6 months’ written notice to the Town. In addition, in the event of a material default by the Town, Developer may terminate this Development Agreement by giving written notice to the Town, and this Development Agreement shall be terminated thereby.

Article XII. INDEMNITY.

Section 12.01 Developer’s Indemnification Obligation. Developer shall indemnify, defend (with counsel reasonably acceptable to the Town), and hold harmless the Town, Town Council members, Town Planning Commission members, and any of the foregoing’s officers,
employees, and agents from and against all claims, causes of action, proceedings, losses, damages, liability, cost, and expense (including, without limit, any fines, penalties, judgments, litigation costs, attorneys' fees, and consulting, engineering, and construction costs) for actual loss of or damage to property and for injuries to or death of any person (including, but not limited to, the property and employees of the Parties) to the extent caused by, in whole or in part, any actions or inactions, negligent or otherwise, by Developer or its officers, employees, agents, or contractors in connection with the construction, improvement, operation, or maintenance of the Parking Area during the Term of this Development Agreement ("Developer’s Indemnified Claims"); provided that Developer shall have no indemnification or other obligation herein to the extent the Developer’s Indemnified Claims arise out of or result from (a) any hazardous substance or environmental contamination existing in, on, under, or about the Parking Area prior to the Effective Date, (b) the negligence or willful misconduct of the Town, Town Council members, Town Planning Commission members, or any of the foregoing’s officers, employees, agents, or contractors, or (c) a Community Event.

Section 12.02 Town’s Indemnification Obligation. The Town shall indemnify, defend (with counsel reasonably acceptable to Developer), and hold harmless Developer and its members, managers, officers, employees, and agents from and against all claims, causes of action, proceedings, losses, damages, liability, cost, and expense (including, without limit, any fines, penalties, judgments, litigation costs, attorneys’ fees, and consulting, engineering, and construction costs) for actual loss of or damage to property and for injuries to or death of any person (including, but not limited to, the property and employees of the Parties) to the extent they arise out of or result from (a) any event or occurrence prior to the Effective Date, or (b) any actions or inactions of the Town’s officers, employees, agents, or contractors while on or about the Parking Area.

Section 12.03 Survival of Obligations. The provisions of Section 12.01 and Section 12.02 shall survive the termination or expiration of this Development Agreement to the extent such indemnification obligations arise during the Term of this Development Agreement.

Article XIII. ASSIGNMENT.

Section 13.01 Right to Assign to Affiliate or Purchaser. Developer shall have the right to assign this Development Agreement at its sole discretion to (a) any subsidiary or other affiliate of The Macerich Company, a Maryland corporation, or (b) any party that acquires all or substantially all of the portions of the Developer Parcel that are owned by Developer at the time of assignment. Developer shall provide the Town written notice of any assignment of this Development Agreement pursuant to this Section 13.01, which notice shall include contact information for the assignee.

Section 13.02 Continuing Obligations. Beginning on the date of the assignment of this Development Agreement by Developer to another person or entity, the assignee shall be required to satisfy all of Developer’s obligations thereafter arising under this Development Agreement, and Developer shall be released from all obligations thereafter arising under this Development Agreement.

Section 13.03 Binding on Successors and Assignees. Except as otherwise provided in this Development Agreement, this Development Agreement shall run with the land, as respects both benefits and burdens created herein, and shall be binding upon and inure to the benefit of all assignees acquiring any right, title, or interest in the Developer Parcel.
Article XIV. MORTGAGEE PROTECTIONS.

Section 14.01 Encumbrances on Subject Property. Notwithstanding anything to the contrary in this Development Agreement, this Development Agreement shall not prevent or limit Developer, in its sole discretion, from encumbering, in any manner, the Subject Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, assignment of rents, or other security device securing financing with respect to the Subject Property (each a "Mortgage"). Each mortgagee of a mortgage or beneficiary of a deed of trust on the Subject Property (each a "Mortgagee") shall be entitled to the rights and privileges set forth in this Article XIV. No foreclosure (or deed or other transfer in lieu of foreclosure) under any Mortgage shall require the consent of the Town, or constitute a breach or default, under this Development Agreement.

Section 14.02 Mortgage Not Rendered Invalid. Neither entering into this Development Agreement or the Easement Agreement, nor a breach of this Development Agreement or the Easement Agreement, nor the occurrence of any default under this Development Agreement or the Easement Agreement, shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. This Development Agreement and the Easement Agreement shall be superior and senior to the lien of any Mortgage made after the date hereof. Any acquisition or acceptance of title or any right or interest in or with respect to the Subject Property or any portion thereof by a Mortgagee or its successor in interest (whether pursuant to foreclosure, trustee’s sale, deed in lieu of foreclosure, lease termination, or otherwise) shall be subject to all of the terms and conditions of this Development Agreement and the Easement Agreement.

Section 14.03 Right of Mortgagee to Cure Default. Developer or Mortgagee may at any time during the Term provide the Town notice of the existence of a Mortgage, which notice shall include the Mortgagee’s name and address, and the Town thereafter shall provide the Mortgagee(s) a copy of any Notice of Default in accordance with Section 10.01 and Article XV. In the event that Developer has failed to cure or begin acting to cure a default within the time period provided in Section 10.01, the Town shall give the Mortgagee(s) written notice that Developer has failed to cure or begin acting to cure such default, and the Mortgagee(s) shall have 30 days after receiving such notice to cure such default or, if such default cannot reasonably be cured within 30 days, to begin acting to cure such default and to continue acting diligently to complete such cure within a reasonable time thereafter. The Town shall accept performance by any Mortgagee of any covenant, condition, or agreement on Developer’s part to be performed hereunder with the same force and effect as though performed by Developer.

As of the Effective Date, the name and address of the existing Mortgagee is as follows (and the Town agrees this shall satisfy the notice request described in this Section 14.03 and that it shall deliver copies of any Notice of Default to such Mortgagee in accordance herein):

New York Life Insurance Company
c/o New York Life Real Estate Investors
51 Madison Avenue
New York, NY 10010-1603
ATTN: Senior Director - Loan Administrative Division, Loan No. 374-0752
and Managing Director - Real Estate Section

Section 14.04 Mortgagee Not Obligated Under This Development Agreement. No Mortgagee shall have any obligation or duty under this Development Agreement to perform the
obligations of Developer or the affirmative covenants of Developer hereunder or to guarantee such performance unless and until such time as a Mortgagee takes possession or becomes the owner of the property covered by its Mortgage. If the Mortgagee takes possession or becomes the owner of any portion of the Subject Property, then from and after that date, the Mortgagee shall be obligated to comply with all provisions of this Development Agreement; provided that the Mortgagee shall not be responsible to the Town for any unpaid monetary obligations of Developer that accrued prior to the date the Mortgagee became the fee owner of the Subject Property. Nothing in this Section 14.04 is intended, nor should be construed or applied, to limit or restrict in any way the Town’s authority to terminate this Development Agreement pursuant to Section 11.02, as against any Mortgagee as well as against Developer if any curable default, which occurred while either Developer or the Mortgagee is the owner of the Subject Property, is not completely cured within the time period provided for in Section 14.03.

Article XV. NOTICES.

All notices or other communication required or otherwise provided herein between the Parties shall be in writing, and shall be given by certified mail (return receipt requested) or by a reputable courier promising overnight delivery to the respective addresses specified by each Party. A notice shall be deemed effective on the next business day following the date of deposit for overnight delivery, and three business days following the date of mailing if given by certified mail (return receipt requested).

Notices to the Town:

Town of Corte Madera
Planning Director
300 Tamalpais Drive
Corte Madera, CA 94925

With copies to:

Corte Madera Town Attorney
300 Tamalpais Drive
Corte Madera, CA 94925

Notices to Developer:

Corte Madera Village, LLC
ATTN: Vice President, Development
401 Wilshire Boulevard
Suite 700
Santa Monica, CA 90401-1452

With copies to:

The Macerich Company
ATTN: General Counsel
401 Wilshire Boulevard
Suite 700
Santa Monica, CA 90401-1452
and

Cecily T. Barclay
Perkins Cole LLP
505 Howard Street
Suite 1000
San Francisco, CA 94105

Either Party may at any time, by giving 10 days' written notice to the other Party, designate any other address or addresses in substitution of the address to which such notice or communication shall be given.

Article XVI. MISCELLANEOUS.

Section 16.01 Notice of Completion. Within 30 days following any written request that Developer may make from time to time, the Town shall execute and deliver to Developer a written "Notice of Completion" in recordable form, duly executed and acknowledged by the Town, which certifies the completion of certain or all improvements Developer is obligated to make under this Development Agreement or to explain in writing why such notice cannot be provided. The failure to deliver such a statement or explanation within such time shall constitute a conclusive presumption against the Town that all improvements that are the subject of Developer's request have been completed. Developer may record the Notice of Completion.

Section 16.02 Notice of Compliance. Within 30 days following any written request that Developer or a Mortgagee may make from time to time, the Town shall execute and deliver to Developer and such Mortgagee a written "Notice of Compliance" in recordable form, duly executed and acknowledged by the Town, which certifies:

(a) The amount of Annual Payment or other amounts due and payable by Developer to the Town under this Development Agreement;

(b) This Development Agreement is unmodified and in full force and effect, or, if there have been modifications hereto, that this Development Agreement is in full force and effect as modified and stating the date and nature of such modifications;

(c) There are no known current uncured defaults under this Development Agreement or, in the alternative, specifying the dates and nature of any such default and any pertinent facts with respect thereto; and

(d) Any other reasonable information requested by Developer or such Mortgagee.

The failure to deliver such a statement, or to explain in writing why such notice cannot be provided, within such time shall constitute a conclusive presumption against the Town that this Development Agreement is in full force and effect without modification (except as may be asserted by Developer) and that there are no uncured defaults in the performance of Developer. Developer may record the Notice of Compliance.

Section 16.03 No Third Party Beneficiary Rights. With the exception of those rights expressly conferred upon a Mortgagee under this Development Agreement, this Development
Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any person or entity that is not expressly made a Party to this Development Agreement.

Section 16.04 No Agency, Joint Venture, or Partnership. The Parking Area Project is a private undertaking. Neither Party is acting as the agent of the other in any respect hereunder. Each Party is an independent contracting entity with respect to the terms and provisions contained in this Development Agreement. None of the terms or provisions of this Development Agreement shall be deemed to create a partnership, joint venture, or joint enterprise between or among the Parties.

Section 16.05 Prevailing Wage Laws. In the event that Developer constructs any improvements on the Parking Area that require compliance with California prevailing wage laws ("Prevailing Wage Laws"), the Developer shall be solely responsible for ensuring that Prevailing Wage Laws are, and have been, complied with in connection with the construction of such improvements, and the Town has no responsibility to ensure compliance with Prevailing Wage Laws. Developer shall bear all responsibility and liability in the event that a court of competent jurisdiction determines that construction of any such improvements by Developer requires compliance with Prevailing Wage Laws in construction of such improvements, and Developer shall indemnify and hold harmless the Town as provided in Section 12.01.

Section 16.06 Governing Law, Interpretation of Development Agreement. This Development Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts entered into and to be performed in California. Any action to enforce or interpret this Development Agreement shall be brought in a court of competent jurisdiction in Marin County or, in the case of any federal claims, in federal court for the Northern District of California.

Section 16.07 Covenants Running with the Land. All of the terms and provisions contained in this Development Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, and assigns. All of the terms and provisions contained in this Development Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code section 1468.

Section 16.08 Further Acts. Each Party shall execute and deliver any and all additional documents and instruments, and perform such further acts, as may be reasonably necessary or proper to achieve the purposes of this Development Agreement.

Section 16.09 Counterparts. This Development Agreement and any and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 16.10 Execution and Recordation of Development Agreement. Not later than 10 days after the Effective Date, the Town Clerk shall cause this Development Agreement to be recorded in the Official Records of Marin County.

Section 16.11 Cooperation in the Event of Legal Challenge. In the event of any legal or equitable action or proceeding instituted by a third party challenging the validity of any provision of this Development Agreement or the procedures leading to its adoption, the Parties shall cooperate in defending said action or proceeding. Developer shall be liable to the Town to bear its own litigation expenses of defense as a real party in interest in any such action, and to
reimburse the Town for all court costs and reasonable attorneys’ fees expended by the Town in
defense of any such action or other proceeding or payable to any prevailing plaintiff/petitioner.

Section 16.12 Exhibits. The following exhibits are attached to this Development
Agreement and incorporated herein as though set forth in full for all purposes:

Exhibit A  Map Depicting The Village
Exhibit B  Legal Description and Plat of the Developer Parcel
Exhibit C  Legal Description and Plat of the Parking Area
Exhibit D  Site Plan, Grading Plan, Stormwater Control Plan, and Landscape
Plan of the Restoration Hardware Project
Exhibit E  Site Plan, Grading Plan, Stormwater Control Plan, and Landscape
Plan of the Parking Area Project
Exhibit F  Non-Exclusive Parking Easement Agreement
Exhibit G  Map Depicting the Portion of the Parking Area to Be Used for
Construction Staging
Exhibit H  Form or Essential Terms of License Agreement

In witness whereof, the Parties have entered into this Development Agreement as of the
Effective Date.

[Remainder of page left blank – signatures on next page.]
CORTE MADERA VILLAGE, LLC,  
a Delaware limited liability company

By: MACERICH CM VILLAGE LIMITED PARTNERSHIP,  
a California limited partnership,  
its managing member

By: MACERICH CM VILLAGE GP CORP.,  
a Delaware corporation,  
its general partner

By: _____________________________  
Name: ___________________________  
Title: ____________________________  
Date: _____________________________

APPROVED AS TO FORM:  
Perkins Coie LLP on behalf of Corte Madera Village, LLC

By: _____________________________  
Cecily Barclay, Partner

TOWN OF CORTE MADERA,  
a municipal corporation

By: _____________________________  
Name: ___________________________  
Town Manager  
Date: _____________________________

APPROVED AS TO FORM:  
Town of Corte Madera,  
a Municipal Corporation

By: _____________________________  
Name: ___________________________  
Town Attorney
NON-EXCLUSIVE PARKING EASEMENT AGREEMENT

(Relating to the 3.81-Acre Parking Area on Tamalpais Drive)

This Nonexclusive Parking Easement Agreement ("Agreement") is entered into as of __________, 2018 (the "Effective Date"), by and between the TOWN OF CORTE MADERA, a California municipal corporation (the "Town"), and CORTE MADERA VILLAGE, LLC, a Delaware limited liability company ("Developer"). The Town and Developer are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

RE bâtals

A. Developer has a fee interest (the "Developer Parcel") in certain portions of a shopping center commonly known as The Village at Corte Madera ("The Village"), located in Corte Madera, Marin County, California. The Village is depicted in Exhibit A attached hereto and incorporated herein by reference. The Developer Parcel is depicted and more particularly described in Exhibit B attached hereto and incorporated herein by reference.

B. The Town is the fee owner of certain real property located in Corte Madera, Marin County, California, consisting of 3.81 acres, as depicted and more particularly described in Exhibit C attached hereto and incorporated herein by reference (the "Parking Area"). The Parking Area is located to the north of The Village across Redwood Highway and is currently used by the Town for public parking purposes.

C. The Town and Developer entered into that certain Development Agreement, with an effective date of __________, 2018, which was approved by the Town Council by Ordinance No. __________ on __________, 2017, and which was recorded with the Official Records of Marin County on __________, 2018 (the "Development Agreement"). Pursuant to the Development Agreement, and in accordance with the Approvals defined therein, Developer and Restoration Hardware, Inc., a Delaware corporation, desire (1) to construct a new Restoration Hardware Gallery of approximately 46,000 square feet and to make associated site improvements at The Village (the "Restoration Hardware Project"), and (2) to make improvements to the Parking Area, which include paving the Parking Area and striping the pavement to accommodate up to 455 parking spaces.

D. In accordance with section 18.20.060 of the Town's Municipal Code, the Parties desire to record an indenture that designates parking spaces at the Parking Area as serving the Developer Parcel and such other portions of The Village as Developer may hereafter designate during the term of the Development Agreement.
E. Pursuant to the Development Agreement, and subject to the terms of this Agreement, the Town has agreed to grant to Developer a non-exclusive easement over the Parking Area for (i) constructing, maintaining, and operating thereon a parking lot that may be used by patrons and employees of The Village and invitees and licensees of Developer for parking and that may be used by Developer toward meeting the Town's parking requirements for the Developer Parcel and such other portions of The Village as Developer may hereafter designate during the Term of the Development Agreement, and (ii) construction staging for the Restoration Hardware Project.

AGREEMENT

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

1. Parking Easement:
   a. Creation of Easement. Subject to the terms and conditions of this Agreement, the Town hereby grants to Developer a non-exclusive appurtenant easement ("Parking Easement") on, over, and across the Parking Area, as the servient tenement, for the benefit of the Developer Parcel, as the dominant tenement, for (i) constructing, maintaining, and operating thereon a parking lot that may be used by patrons and employees of The Village and invitees and licensees of Developer for parking and that may be used by Developer toward meeting the Town's parking requirements for the Developer Parcel and such other portions of The Village as Developer may designate in written notice to the Town, and (ii) construction staging for the Restoration Hardware Project.

   b. Non-Exclusive Use. The Parking Area shall be available for use as a parking lot for the non-exclusive use by patrons and employees of The Village and invitees and licensees of Developer at no charge, in common with the general public. Notwithstanding the foregoing, and subject to the terms and conditions of the Development Agreement, the Town shall have the right to use all or a portion of the Parking Area for up to 12 days between January 10 and October 31 of each year for public Community Events (as such term is defined in the Development Agreement); provided, however, that such Community Events (1) shall not be held on consecutive weekends, (2) shall not last more than two consecutive days, and (3) shall not coincide with promotional events or anniversary sale events for The Village of which Developer gives the Town notice pursuant to Section 5.02 of the Development Agreement.

   c. Alterations. The Town may alter, improve, or add signage to the Parking Area only after receiving the written consent of Developer. Developer may alter or improve the Parking Area with the Town's prior approval, except that Developer shall have the right to make minor alterations to improve functionality and safety without the Town's prior approval.

2. Term. The term of the Parking Easement granted hereunder shall commence on the Effective Date and continue thereafter for the term of the Development Agreement, but in no event longer than 99 years (the "Easement Term"). The Parking Easement shall terminate automatically upon expiration or termination of the Development Agreement pursuant to Sections 1.03, 11.02, or 11.03 of the Development Agreement.

3. Amendment. This Agreement may be amended only by a written instrument signed by each Party.
4. **Developer Parcel Modifications.** In the event that the Town approves a lot line adjustment or parcel map that affects the Subject Property, the benefits and burdens of this Agreement automatically shall attach to any property added to the Developer Parcel and shall have no further application to any property removed from the Developer Parcel, and the Parties shall promptly amend this Agreement and any exhibits hereto to the extent necessary to reflect such changes to the Developer Parcel, which amendment shall be recorded in the Official Records of Marin County within 10 days of its execution by both Parties.

5. **Assignment.** Developer shall have the right to assign this Agreement to any party to whom Developer may assign the Development Agreement pursuant thereto.

6. **Mortgagee Protections.** The terms and provisions of Article XIV of the Development Agreement are incorporated herein by reference and shall be of the same force and effect as if the same were fully set forth herein.

7. **Notices.** All notices or other communication required or otherwise provided herein between the Parties shall be in writing, and shall be given by certified mail (return receipt requested) or by a reputable courier promising overnight delivery to the respective addresses specified by each Party. A notice shall be deemed effective on the next business day following the date of deposit for overnight delivery, and three business days following the date of mailing if given by certified mail (return receipt requested).

**Notices to the Town:**

Town of Corte Madera  
Planning Director  
300 Tamalpais Drive  
Corte Madera, CA 94925

With copies to:

Corte Madera Town Attorney  
300 Tamalpais Drive  
Corte Madera, CA 94925

**Notices to Developer:**

Corte Madera Village, LLC  
ATTN: Vice President, Development  
401 Wilshire Boulevard  
Suite 700  
Santa Monica, CA 90401-1452

With copies to:

The Macerich Company  
ATTN: General Counsel  
401 Wilshire Boulevard  
Suite 700  
Santa Monica, CA 90401-1452

and
Either Party may at any time, by giving 10 days' written notice to the other Party, designate any other address or addresses in substitution of the address to which such notice or communication shall be given.

8. **Miscellaneous Provisions.**

   a. **Entire Agreement.** This Agreement and the Development Agreement contain the entire understanding and agreement of the Parties relating to the rights granted herein and therein and the obligations set forth herein and therein. Any prior, contemporaneous, or subsequent written or oral representations and modifications concerning this Agreement and the Development Agreement shall be of no force or effect.

   b. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

   c. **Recitals.** The recitals above are incorporated herein by reference.

   d. **Binding on Successors and Assigns.** Each Parcel shall be burdened by and benefited by the provisions of this Agreement, and such Parcel shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the foregoing easements, limitations, restrictions, obligations and conditions. All provisions of this Agreement shall run with the land and be binding upon all parties having or acquiring any right, title, or interest in the Developer Parcel or the Parking Area, and their respective successors and assigns.

   e. **Not a Public Dedications.** Except as expressly provided herein, nothing herein contained shall be deemed to be a gift or dedication of the Parking Easement or any other portion of The Village or the Parking Area to the general public, or for any public purpose whatsoever, it being the intention of the Parties that this Agreement shall be limited to, and for, the purposes herein expressed.

   f. **Attorneys' Fees.** In any legal action or other proceeding brought by one Party against the other Party to enforce or interpret a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and any other costs incurred in that action or proceeding in addition to any other relief to which it is entitled. The prevailing Party for purposes of this Agreement shall be deemed to be that Party which obtains substantially the result sought, whether by settlement, dismissal, or judgment.

9. **Exhibits.** The following exhibits are attached to this Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

   - **Exhibit A** Map Depicting The Village
   - **Exhibit B** Legal Description and Plat of the Developer Parcel
Exhibit C  Legal Description and Plat of the Parking Area

In witness whereof, the Parties have entered into this Agreement as of the Effective Date.

[Remainder of page left blank – signatures on next page.]
CORTE MADERA VILLAGE, LLC,
a Delaware limited liability company

By: MACERICH CM VILLAGE LIMITED PARTNERSHIP,
a California limited partnership,
its managing member

By: MACERICH CM VILLAGE GP CORP.,
a Delaware corporation,
its general partner

By: ___________________________
Name: _________________________
Title: ___________________________
Date: ___________________________

APPROVED AS TO FORM:
Perkins Coie LLP on behalf of Corte Madera Village, LLC

By: ______________________________
Cecily Barclay, Partner

TOWN OF CORTE MADERA,
a municipal corporation

By: ______________________________
Name: ___________________________
Town Manager

Date: ______________________________

APPROVED AS TO FORM:
Town of Corte Madera,
a Municipal Corporation

By: ______________________________
Name: ___________________________
Town Attorney
RECORDING REQUESTED BY:
Town of Corte Madera

WHEN RECORDED, RETURN TO:

Town of Corte Madera
Town Clerk
300 Tamalpais Drive
Corte Madera, CA 94925

Space Above Reserved for Recorder’s Use Only

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE TOWN OF CORTE MADERA

AND

CORTE MADERA VILLAGE, LLC

(RELATING TO THE 3.81-ACRE PARKING AREA ON TAMALPAIS DRIVE)
Development Agreement By and Between
The Town of Corte Madera and Corte Madera Village, LLC

(Relating to the 3.81-Acre Parking Area on Tamalpais Drive)

This Development Agreement ("Development Agreement"), dated for reference purposes only ________, 2017, is entered into by and between the TOWN OF CORTE MADERA, a California municipal corporation (the "Town"), and CORTE MADERA VILLAGE, LLC, a Delaware limited liability company ("Developer"), to be effective as of the Effective Date (as defined in Section 1.02), pursuant to Government Code section 65864 et seq. (the "Development Agreement Statute"). The Town and Developer are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature enacted the Development Agreement Statute, which authorizes a city to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property and establishing certain development rights therein.


C. Developer has a fee interest (the "Developer Parcel") in certain portions of a shopping center commonly known as The Village at Corte Madera ("The Village"), located in Corte Madera, Marin County, California. The Village is depicted in Exhibit A attached hereto and incorporated herein by reference. The Developer Parcel is depicted and more particularly described in Exhibit B attached hereto and incorporated herein by reference.

D. The Town is the fee owner of certain real property located in Corte Madera, Marin County, California, consisting of 3.81 acres, as depicted and more particularly described in Exhibit C attached hereto and incorporated herein by reference (the "Parking Area"). The Parking Area is located to the north of The Village across Redwood Highway and is currently used by the Town for public parking purposes and occasional public community events.

E. Developer and Restoration Hardware, Inc., a Delaware corporation ("Restoration Hardware"), desire (1) to construct a new Restoration Hardware Gallery of approximately 46,000 square feet and to make associated site improvements at The Village (the "Restoration Hardware Project"), and (2) to make improvements to the Parking Area (the "Parking Area Project"), each consistent with Applicable Law (as defined in Section 2.02) and substantially as configured in Exhibit D and Exhibit E, respectively, attached hereto and incorporated herein by reference. The Restoration Hardware Project and the Parking Area Project are collectively referred to herein as the "Restoration Hardware Expansion."

F. The Parties desire to allow parking spaces created by the Parking Area Project to be used toward satisfying the Town's parking requirements for the Developer Parcel (and such other portions of The Village as Developer may designate) during the Term (as defined in Section 1.03) of this Development Agreement, in accordance with section 18.20.060 of the
Town’s Municipal Code, which will provide benefits to Developer, Restoration Hardware, the Town, and the public.

G. The Parties desire for the Town to remain the fee owner of the Parking Area during the Term (as defined in Section 1.03) of this Development Agreement, and for the Town to own the Parking Area and any improvements existing thereon upon expiration or termination of this Development Agreement.

H. Developer and Restoration Hardware have applied for, and the Town has granted, the following approvals in connection with the Restoration Hardware Expansion (collectively referred to as the “Approvals”):

1) Adoption of Resolution No. __________, on __________, 2017, to approve amending the Town’s General Plan to change the land use designation of the Parking Area from Wetlands and Marshlands to Mixed Use Regional Serving Commercial.

2) Adoption of Ordinance No. __________, on __________, 2017, to approve changing the zoning district of the Parking Area from POS Parks, Open Space and Natural Habitat District to P/SP Public and Semipublic Facilities District (with the Baylands Risk Zone and Natural Habitat Overlay District remaining in place).

3) Adoption of Resolution No. __________, on __________, 2017, to approve a conditional use permit to permit the Parking Area to be improved in conformity with the standards prescribed for off-street parking facilities in chapter 18.20 of the Town’s Municipal Code.

4) Adoption of Resolution No. __________, on __________, 2017, to approve an amendment to Preliminary Plan 11-01, which encompasses The Village and the Parking Area.

5) Adoption of Resolution No. __________, on __________, 2017, to approve a precise plan encompassing The Village and the Parking Area.

6) Adoption of Resolution No. __________, on __________, 2017, to approve a design review application for the Restoration Hardware Project.

7) Adoption of Resolution No. __________, on __________, 2017, to approve a lot line adjustment at the northern boundary of the Developer Parcel.

8) Adoption of Resolution No. __________, on __________, 2017, to approve a non-exclusive parking easement agreement (the “Easement Agreement”) whereby the Town grants to Developer a non-exclusive easement over the Parking Area for (a) constructing, maintaining, and operating thereon a parking lot that may be used for parking by patrons and employees of The Village and invitees and licensees of Developer and that may be used by Developer toward meeting the Town’s parking requirements for the Developer Parcel and such other portions of The Village as Developer may designate in written notice to the Town, and (b) construction staging for the Restoration Hardware Project. The Easement Agreement is attached hereto as Exhibit F and incorporated herein by reference.

9) Adoption of Ordinance No. __________, on __________, 2017, to approve this Development Agreement.
I. To comply with the California Environmental Quality Act, and in connection with the Approvals, the Town prepared an environmental impact report (the "EIR") that addresses the impacts of the Restoration Hardware Expansion (State Clearinghouse Number 2016102061). The Town Council reviewed and considered the information in the EIR and adopted Resolution No. __________, on __________, 2017, to certify the EIR and make findings.

J. This Development Agreement is consistent with the Town’s General Plan, any preliminary or specific plan, and the Town’s Municipal Code, all as amended by the Approvals. This Development Agreement is advantageous to and benefits the Town. This Development Agreement will not be detrimental to the public’s health, safety, or general welfare, nor will it adversely affect the orderly development of property.

AGREEMENT

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

Article I. SUBJECT PROPERTY, EFFECTIVE DATE, TERM, AND USE.

Section 1.01 Subject Property. The Developer Parcel is the "Subject Property" of this Development Agreement. The terms of this Development Agreement apply to the Subject Property.

Section 1.02 Effective Date. The rights, duties, and obligations hereunder shall become effective on the "Effective Date," which shall be the date this Development Agreement is executed by the Parties following (a) the effective date of the ordinance adopted by the Town Council to approve this Development Agreement and (b) the effective date of all Approvals.

Section 1.03 Term. The "Term" of this Development Agreement shall commence on the Effective Date and shall extend 99 years thereafter unless sooner terminated as provided in Section 11.02 or Section 11.03. Notwithstanding the foregoing, this Development Agreement and the Term shall automatically terminate should the Easement Agreement, for any reason, no longer be in full force and effect after its execution and recordation by the Parties.

Section 1.04 Use. The Parking Area may be used only for public parking, Community Events (as defined in Section 5.01), constructing the Parking Area Project, and construction staging for the Restoration Hardware Project, as further described in Article III, Article IV, Article V, and Article VII.

Section 1.05 Ownership Upon Termination or Expiration. Upon termination or expiration of this Development Agreement pursuant to Section 1.03, Section 11.02, or Section 11.03, the Town shall retain ownership of the Parking Area and any improvements then existing thereon, free and clear of the Easement Agreement.

Article II. VESTED RIGHT, LAWS, AND PROCEDURES GOVERNING THE PROJECT.

Section 2.01 Vested Right. Developer shall have the vested right to develop the Parking Area Project on the Parking Area and to count up to 455 parking spaces on the Parking Area toward satisfying the Town’s parking requirements for the Developer Parcel and such
other portions of The Village as Developer may hereafter designate in written notice to the Town, in accordance with this Development Agreement and Applicable Law (as defined in Section 2.02), during the Term of this Development Agreement. In the event of any conflict or inconsistency between this Development Agreement and Applicable Law, this Development Agreement shall prevail and control to the fullest extent legally possible. Except as expressly provided in this Development Agreement, Developer’s vested right to count parking spaces on the Parking Area toward satisfying the Town’s parking requirements for the Developer Parcel (and such other portions of The Village as Developer designates) does not confer, grant, or vest any discretionary approvals for future development projects at The Village, nor can the Parking Area be used in calculating the floor-area ratio for any future development projects at The Village.

Section 2.02 Applicable Law. “Applicable Law” consists of the Town’s laws, rules, regulations, and official policies applicable to the Parking Area Project and the Subject Property in force and effect on the Effective Date, as amended by the Approvals and Later Enactments (as defined in Section 2.03).

Section 2.03 Later Enactments. The Town may adopt new or modified laws, rules, regulations, or official policies after the Effective Date (each a “Later Enactment,” and collectively the “Later Enactments”), and such Later Enactments shall be included within Applicable Law; provided, however, that such Later Enactments (whether adopted by action of the Town Council or other body or personnel, by initiative, by referendum, or otherwise) shall be applicable to the Parking Area Project and the Subject Property except to the extent that such application (a) prevents or prohibits any parking spaces at the Parking Area from being used toward satisfying the Town’s parking requirements for the Developer Parcel (or any other portion of The Village that Developer designates pursuant to Section 2.01) during the Term of this Development Agreement, (b) modifies or impedes the development of the Parking Area Project, or (c) otherwise affects Developer’s rights or obligations with respect to the Parking Area or the Parking Area Project under this Development Agreement and the Easement Agreement. Except as expressly provided in this Development Agreement, this Development Agreement shall not vest any other Town development regulations, including, without limitation, the Town’s General Plan; the Town’s Municipal Code; impact, processing, or development fees; or any other development requirements that may be imposed in connection with future development at The Village.

Section 2.04 Conflict Between Town and State or Federal Laws. In the event that state and/or federal law(s) and/or regulation(s) enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Development Agreement, the Parties shall provide each other with written notice of such state or federal law or regulation, a copy of such law or regulation, and a statement concerning the conflict with the provisions of this Development Agreement. The Parties shall, within 30 days after such notice, meet and confer in good faith in a reasonable attempt to modify this Development Agreement so as to comply with such state or federal law or regulation giving rise to the conflict, pursuant to Government Code section 65869.5. The Town shall cooperate reasonably with Developer in the securing of any permits, approvals, or entitlements that may be required as a result of modifications of suspensions made pursuant to this Section 2.04. Notwithstanding the foregoing, Developer will have the right, at its sole cost, to challenge in a court of competent jurisdiction, the state or federal law or regulation preventing compliance with the terms of this Development Agreement and, if such challenge is successful, this Development Agreement shall remain unmodified and in full force and effect.
Section 2.05 Timing of Construction and Completion. Notwithstanding section 18.18.050(e) of the Town's Municipal Code, the Parties acknowledge and agree that Developer cannot at this time predict when or the rate at which the Restoration Hardware Project will be constructed, and that there is no requirement that Developer initiate or complete construction of the Parking Area Project within any particular period of time during the Term of this Development Agreement, except that Developer shall complete the Parking Area Project prior to the completion of the Restoration Hardware Project.

Section 2.06 Subject Property Modifications. In the event that the Town approves a lot line adjustment or parcel map that affects the Subject Property, this Development Agreement automatically shall encumber any property added to the Subject Property and shall no longer encumber any property removed from the Subject Property, and the Parties shall promptly amend this Development Agreement and any exhibits hereto to the extent necessary to reflect such changes to the Subject Property.

Article III. NON-EXCLUSIVE PARKING EASEMENT AGREEMENT.

Not later than the commencement of construction of the Parking Area Project and the First Annual Payment Due Date (as defined in Section 6.01), whichever is later, the Parties shall execute the Easement Agreement, whereby the Town grants to Developer a non-exclusive easement over the Parking Area for (a) constructing, maintaining, and operating thereon a parking lot that may be used by patrons and employees of The Village and invitees and licensees of Developer for parking and that may be used by Developer toward meeting the Town's parking requirements for the Developer Parcel and such other portions of The Village as Developer may hereafter designate in written notice to the Town, and (b) construction staging for the Restoration Hardware Project. The Town Clerk shall cause the Easement Agreement to be recorded in the Official Records of Marin County within 10 days of its execution by both Parties. Recordation of the Easement Agreement shall terminate automatically the use restriction and other obligations applicable to the Parking Area that are more particularly described in Exhibit C to a certain Agreement to Pay $100,000 for Extension of Right to Purchase Habitat Site, entered into on December 18, 1995, by and between the Town and JMB/CM Village Associates.

Article IV. PARKING AREA OBLIGATIONS.

Section 4.01 Parking Area Project. Developer shall be responsible for development and construction of the Parking Area Project at its own expense, including any permit fees, which shall consist of the following improvements, each consistent with Applicable Law and as configured in the site plan, grading plan, stormwater control plan, and landscape plan that are attached hereto as Exhibit E and incorporated herein by reference:

(a) Replace the current gravel surface with pavement and stripe the pavement to accommodate up to 455 parking spaces.

(b) Install landscaping, using rain garden bioretention areas where feasible.

(c) Extend utilities from The Village to the Parking Area.

(d) Install environmentally sensitive lighting, using energy-efficient LED lighting.
(e) Upgrade drainage to meet current water quality standards, using low-impact development elements.

(f) Improve the biological preservation area between areas of the Parking Area that will be paved and San Francisco Bay, to the extent required by any of the mitigation measures in the EIR.

Section 4.02 Operation and Maintenance. During the Term of this Development Agreement, except during Community Events (as defined in Section 5.01) and as provided in Section 5.04, Developer shall operate and maintain the Parking Area in good order, condition, and repair, and in a manner consistent with the operation and maintenance of the parking lot at The Village. Notwithstanding the foregoing, the Town may perform emergency maintenance or emergency nuisance abatement on the Parking Area without prior written notice to Developer if giving prior written notice to Developer is not practicable under the circumstances, in which event the Town shall give such notice to Developer as shall be practicable under the circumstances. Developer shall reimburse the Town for the actual out-of-pocket costs incurred by the Town in performing such emergency maintenance or emergency nuisance abatement. Such reimbursement shall be paid within 30 days of Developer's receipt of the Town's request for reimbursement, which request shall be accompanied by reasonable supporting documentation of the costs incurred by the Town.

Section 4.03 Utilities. During the Term of this Development Agreement, except as provided in Section 5.04(b), Developer shall be responsible for the costs of providing utilities to the Parking Area.

Section 4.04 Insurance. During the Term of this Development Agreement, Developer shall obtain bodily injury and property damage insurance for the Parking Area in the amount of at least $3,000,000, naming Developer and the Town as insureds, or, at Developer's option, Developer may pay the Town for the cost of obtaining such insurance.

Article V. PARKING AREA COMMUNITY EVENTS.

Section 5.01 Right to Use Parking Area for Community Events. Subject to the limitations in this Article V and the Easement Agreement, the Town shall have the right to use all or a portion of the Parking Area for up to 12 days between January 10 and October 31 of each year for noncommercial public community events and, with Developer's consent, commercial public community events (each a "Community Event") that are not reasonably expected to cause more wear and tear of the Parking Area than would occur from its ordinary use as a parking lot. The sponsor of a Community Event (each a "Community Event Sponsor") may be the Town or a third party.

Section 5.02 Promotional Event and Anniversary Sale Event Notices. On or before February 1 of each year, Developer shall deliver to the Town a written notice of the known dates of promotional events, including, without limitation, department store sales or other significant sales events (each a "Promotional Event") to be conducted at The Village during the succeeding year. Developer also may deliver to the Town a written notice of Nordstrom's annual anniversary sale event typically held in July and/or August (each an "Anniversary Sale Event") at least 90 days prior to such Anniversary Sale Event.

Section 5.03 Community Event Notice. The Town shall give Developer at least 90 days' prior notice of any proposed Community Event that will limit or preclude public parking on
the Parking Area, which notice shall include the date(s) and a description of each proposed Community Event ("Community Event Notice"); provided, however, that such Community Events (a) shall not be held on consecutive weekends, (b) shall not last more than two consecutive days, and (c) shall not coincide with Promotional Events or Anniversary Sale Events. Following receipt of a Community Event Notice, Developer shall have 15 days to approve or disapprove the Community Event Notice, which approval shall not be unreasonably withheld, and may take into consideration the possibility of an Anniversary Sale Event, even if notice of an Anniversary Sale Event has not yet been given. Developer’s consent for a Community Event may be reasonably withheld if the Community Event Sponsor would typically or historically pay the Town for use of the Parking Area for the Community Event and the Town has not required the Community Event Sponsor to pay an equivalent amount for use of the Parking Area for the Community Event. In the event that Developer disapproves the Community Event Notice, Developer shall explain the reasons for its disapproval, and the Parties shall thereafter cooperate in good faith in an effort to agree upon a mutually acceptable alternative date for the Community Event, provided such Community Event is otherwise permitted under the terms of this Development Agreement and the Easement Agreement. In the event that Developer neither approves nor disapproves the Community Event Notice within the 15-day period described in this Section 5.03, the Community Event Notice shall be deemed approved, provided such Community Event is otherwise permitted under the terms of this Development Agreement and the Easement Agreement.

Section 5.04 Obligations of Community Event Sponsors. The Town shall require each Community Event Sponsor (whether a third party or the Town) to:

(a) Perform all maintenance of the Parking Area during the Community Event, and, upon the conclusion of the Community Event, remove all trash and debris from the Parking Area and restore the Parking Area to substantially the same condition as it was prior to the Community Event;

(b) Provide its own generator(s) for all electricity needed for the Community Event, except for lighting that is provided by Developer as part of its normal operation of the Parking Area, and except for Community Events sponsored by the Town;

(c) At least 15 days prior to the Community Event, deliver to Developer an agreement executed by the Community Event Sponsor in form and content reasonably satisfactory to Developer whereby the Community Event Sponsor agrees to indemnify, defend, and hold harmless Developer and its affiliates from and against all claims, causes of action, proceedings, losses, damages, liability, cost, and expense (including, without limit, any fines, penalties, judgments, litigation costs, and attorneys' fees) for actual loss of or damage to property and for injuries to or death of any person arising out of the Community Event; and

(d) Obtain commercially reasonable property and liability insurance to cover the Community Event, naming both the Town and Developer as insureds, and deliver a certificate of such insurance to Developer at least 15 days prior to the Community Event.

Section 5.05 Community Event Clean-Up. In the event that a Community Event Sponsor does not perform its obligations under Section 5.04(a), the Town shall reimburse Developer for the actual costs incurred by Developer in performing such obligations. Such reimbursement shall be paid within 30 days of the Town’s receipt of Developer’s request for reimbursement, which request shall be accompanied by reasonable supporting documentation of the costs incurred by Developer.
Section 5.06  Community Event Revenue. In the event that the Town receives any revenue from a third-party sponsor of a Community Event in excess of the Town's actual out-of-pocket expenses related to the Community Event, the Town shall pay such revenue to Developer within 30 days of the Community Event.

Article VI.  ANNUAL PAYMENTS.

Section 6.01  Annual Payment to Town. In consideration of the vested rights and associated benefits conferred upon Developer by this Development Agreement, Developer shall pay to the Town an "Annual Payment" each calendar year to be used by the Town in its sole discretion for any purpose it deems appropriate. The Annual Payment shall be $320,000. The first Annual Payment shall be due on the first day of the first calendar month that is at least 60 days after the Effective Date (the "First Annual Payment Due Date"), and subsequent Annual Payments shall be due annually thereafter on such month and day; provided, however, that if a third party files a lawsuit to challenge this Development Agreement, the Town's certification of the EIR, or any of the Approvals (a "Third-Party Lawsuit"), Developer's obligation to make such Annual Payments shall be suspended until (a) a court issues a final judgment in such Third-Party Lawsuit and all appeal periods following such judgment have expired or (b) such Third-Party Lawsuit is dismissed.

Section 6.02  Termination of Annual Assessments. After Developer has made the first Annual Payment pursuant to Section 6.01, any annual assessments that accrue after Developer makes the first Annual Payment and that are received by the Town from any of the owners of the Village for maintenance of the Parking Area shall be credited against the Annual Payment next due under Section 6.01. In addition, after Developer has made the first Annual Payment pursuant to Section 6.01, the Town shall work expeditiously to terminate permanently such annual assessments for maintenance of the Parking Area no later than one year after Developer has made the first Annual Payment, at no cost to Developer. Developer shall cooperate reasonably with the Town to terminate such annual assessments for maintenance of the Parking Area.

Article VII.  LICENSE TO USE PARKING AREA.

At Developer's request, the Town shall grant a license to Developer to commence construction of the Parking Area Improvements and to use the portion of the Parking Area depicted in Exhibit G, which is attached hereto and incorporated herein by reference, for construction staging purposes in connection with the Restoration Hardware Project prior to recordation of the Easement Agreement as provided in Article III, for a period not to exceed 120 days. As a condition to such license, Developer shall pay to Town $25,000, which shall be credited toward the first Annual Payment due pursuant to Section 6.01. In the event that this Development Agreement is terminated or is declared invalid by a court of competent jurisdiction prior to the First Annual Payment Due Date, the Town shall return such $25,000 payment to Developer. The form or essential terms of the agreement granting a license pursuant to this Article VII are attached hereto as Exhibit H and incorporated herein by reference.

Article VIII.  SALE AND ENCUMBRANCE OF PARKING AREA.

The Town may not sell, convey, transfer, lease, hypothecate, or otherwise encumber all or any part of the Parking Area during the Term of this Development Agreement, nor grant any other party the right to use the Parking Area or to otherwise operate a parking or shuttle program thereon (except for Community Events permitted under the terms of this Development
Agreement and the Easement Agreement), without the written consent of Developer. Developer may grant or deny such consent in its sole and absolute discretion.

Article IX. AMENDMENTS.

This Development Agreement may be amended from time to time, in whole or in part, only by mutual written consent of the Parties, in accordance with the provisions of Government Code sections 65867, 65867.5, and 65868. Following any amendment of this Development Agreement, the amended Development Agreement shall be recorded in accordance with Government Code section 65868.5.

Article X. DEFAULT, LEGAL ACTION, AND ATTORNEYS’ FEES.

Section 10.01 Default. Any failure by either Party to perform any term or provision of this Development Agreement, which failure continues uncured for a period of 90 days following written notice of such failure from the non-defaulting Party (“Notice of Default”), unless such period is extended by written mutual consent, shall constitute a default under this Development Agreement. A Notice of Default shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 90-day period, then the cure period shall be extended for such additional time as shall be reasonably required to effectuate such cure, provided that within that 90-day period, the defaulting Party shall begin acting to cure the default and shall thereafter continue acting diligently to complete the cure.

Section 10.02 Enforced Delay; Extension of Time of Performance. Neither Party shall be deemed to be in default of its obligations under this Development Agreement if a delay or default is due to an act of God, natural disaster, accident, breakage or failure of equipment, Third-Party Lawsuit or other litigation, failure of a government agency to issue a necessary permit or approval to Developer despite Developer’s best efforts to secure such permit or approval, strikes, lockouts or other labor disturbances or disputes of any character, interruption of services by suppliers thereof, unavailability of materials or labor, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages or other causes, war, civil disturbance, riot, or any other occurrence that is beyond the reasonable control of that Party (collectively, “Enforced Delay”). Performance by a Party of its obligations under this Development Agreement shall be excused during, and extended for a period of time equal to, any period (on a day-for-day basis) (a) for which the cause of such Enforced Delay is in effect or (b) in which a failure by the other Party to perform any term or provision of this Development Agreement remains uncured.

Section 10.03 Recovery of Town Costs for Operation, Maintenance, and Utilities. In the event that Developer has failed to cure or begin acting to cure a default under Section 4.02 or Section 4.03 within the time period provided in Section 10.01, the Town may, at its sole discretion, upon 10 days’ written notice to Developer, elect to perform Developer’s obligations under Section 4.02 or Section 4.03 of which Developer remains in default, in which event Developer shall reimburse the Town for the actual out-of-pocket costs incurred by the Town to effect such cure. Such reimbursement shall be paid within 30 days of Developer’s receipt of the Town’s request for reimbursement, which request shall be accompanied by reasonable supporting documentation of the costs incurred by the Town.

Section 10.04 Legal Action. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or
agreement herein, enjoin any threatened or attempted violation hereof, enforce by specific performance the obligations and rights of the Parties, or obtain any other remedy consistent with this Development Agreement. With the exception of claims to enforce any express monetary obligation under this Development Agreement and claims to enforce Developer's rights to use parking spaces at the Parking Area or to count parking spaces at the Parking Area toward meeting the Town's parking requirements, the Parties hereby waive any and all claims for money damages as a remedy.

Section 10.05 Attorneys' Fees. In any legal action or other proceeding brought by one Party against the other Party to enforce or interpret a provision of this Development Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and any other costs incurred in that action or proceeding in addition to any other relief to which it is entitled. The prevailing Party for purposes of this Development Agreement shall be deemed to be that Party which obtains substantially the result sought, whether by settlement, dismissal, or judgment.

Article XI. PERIODIC REVIEW AND TERMINATION.

Section 11.01 Periodic Review. No later than 12 months after the Effective Date, and no later than every 12 months thereafter, Developer and the Town Director of Planning and Building, or his or her designee, shall meet and review this Development Agreement annually to ascertain the good faith compliance by Developer with its terms pursuant to the Development Agreement Statute.

Section 11.02 Termination by Town. If the Town elects to consider terminating this Development Agreement due to a material default by Developer that remains uncured after expiration of the cure period provided in Section 10.01, then the Town shall give a notice of intent to terminate this Development Agreement to Developer, and the matter shall be scheduled for consideration and review by the Town Council in the manner set forth in the Development Agreement Statute and Town Resolution No. 24/2017. If the Town Council finds and determines, on the basis of substantial evidence, that a material default has occurred and remains uncured after expiration of the cure period provided in Section 10.01, and the Town Council elects to terminate this Development Agreement, the Town shall give written notice of termination of this Development Agreement to Developer, whereupon this Development Agreement shall be terminated thereby provided that such default remains uncured prior thereto; provided further, however, that Developer reserves any and all rights it may have to challenge in court the Town's termination of this Development Agreement and the basis therefor.

Section 11.03 Termination by Developer. In the event Developer no longer needs parking spaces at the Parking Area to satisfy the Town's parking requirements for the Developer Parcel (or such other portions of The Village that Developer designates pursuant to Section 2.01), Developer may elect to terminate this Development Agreement upon 6 months' written notice to the Town. In addition, in the event of a material default by the Town, Developer may terminate this Development Agreement by giving written notice to the Town, and this Development Agreement shall be terminated thereby.

Article XII. INDEMNITY.

Section 12.01 Developer's Indemnification Obligation. Developer shall indemnify, defend (with counsel reasonably acceptable to the Town), and hold harmless the Town, Town Council members, Town Planning Commission members, and any of the foregoing's officers,
employees, and agents from and against all claims, causes of action, proceedings, losses, damages, liability, cost, and expense (including, without limit, any fines, penalties, judgments, litigation costs, attorneys' fees, and consulting, engineering, and construction costs) for actual loss of or damage to property and for injuries to or death of any person (including, but not limited to, the property and employees of the Parties) to the extent caused by, in whole or in part, any actions or inactions, negligent or otherwise, by Developer or its officers, employees, agents, or contractors in connection with the construction, improvement, operation, or maintenance of the Parking Area during the Term of this Development Agreement ("Developer's Indemnified Claims"); provided that Developer shall have no indemnification or other obligation herein to the extent the Developer's Indemnified Claims arise out of or result from (a) any hazardous substance or environmental contamination existing in, on, under, or about the Parking Area prior to the Effective Date, (b) the negligence or willful misconduct of the Town, Town Council members, Town Planning Commission members, or any of the foregoing's officers, employees, agents, or contractors, or (c) a Community Event.

Section 12.02 Town’s Indemnification Obligation. The Town shall indemnify, defend (with counsel reasonably acceptable to Developer), and hold harmless Developer and its members, managers, officers, employees, and agents from and against all claims, causes of action, proceedings, losses, damages, liability, cost, and expense (including, without limit, any fines, penalties, judgments, litigation costs, attorneys' fees, and consulting, engineering, and construction costs) for actual loss of or damage to property and for injuries to or death of any person (including, but not limited to, the property and employees of the Parties) to the extent they arise out of or result from (a) any event or occurrence prior to the Effective Date, or (b) any actions or inactions of the Town's officers, employees, agents, or contractors while on or about the Parking Area.

Section 12.03 Survival of Obligations. The provisions of Section 12.01 and Section 12.02 shall survive the termination or expiration of this Development Agreement to the extent such indemnification obligations arise during the Term of this Development Agreement.

Article XIII. ASSIGNMENT.

Section 13.01 Right to Assign to Affiliate or Purchaser. Developer shall have the right to assign this Development Agreement at its sole discretion to (a) any subsidiary or other affiliate of The Macerich Company, a Maryland corporation, or (b) any party that acquires all or substantially all of the portions of the Developer Parcel that are owned by Developer at the time of assignment. Developer shall provide the Town written notice of any assignment of this Development Agreement pursuant to this Section 13.01, which notice shall include contact information for the assignee.

Section 13.02 Continuing Obligations. Beginning on the date of the assignment of this Development Agreement by Developer to another person or entity, the assignee shall be required to satisfy all of Developer's obligations thereafter arising under this Development Agreement, and Developer shall be released from all obligations thereafter arising under this Development Agreement.

Section 13.03 Binding on Successors and Assignees. Except as otherwise provided in this Development Agreement, this Development Agreement shall run with the land, as respects both benefits and burdens created herein, and shall be binding upon and inure to the benefit of all assignees acquiring any right, title, or interest in the Developer Parcel.
Article XIV. MORTGAGEE PROTECTIONS.

Section 14.01 Encumbrances on Subject Property. Notwithstanding anything to the contrary in this Development Agreement, this Development Agreement shall not prevent or limit Developer, in its sole discretion, from encumbering, in any manner, the Subject Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, assignment of rents, or other security device securing financing with respect to the Subject Property (each a "Mortgage"). Each mortgagee of a mortgage or beneficiary of a deed of trust on the Subject Property (each a "Mortgagee") shall be entitled to the rights and privileges set forth in this Article XIV. No foreclosure (or deed or other transfer in lieu of foreclosure) under any Mortgage shall require the consent of the Town, or constitute a breach or default, under this Development Agreement.

Section 14.02 Mortgage Not Rendered Invalid. Neither entering into this Development Agreement or the Easement Agreement, nor a breach of this Development Agreement or the Easement Agreement, nor the occurrence of any default under this Development Agreement or the Easement Agreement, shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. This Development Agreement and the Easement Agreement shall be superior and senior to the lien of any Mortgage made after the date hereof. Any acquisition or acceptance of title or any right or interest in or with respect to the Subject Property or any portion thereof by a Mortgagee or its successor in interest (whether pursuant to foreclosure, trustee’s sale, deed in lieu of foreclosure, lease termination, or otherwise) shall be subject to all of the terms and conditions of this Development Agreement and the Easement Agreement.

Section 14.03 Right of Mortgagee to Cure Default. Developer or Mortgagee may at any time during the Term provide the Town notice of the existence of a Mortgage, which notice shall include the Mortgagee’s name and address, and the Town thereafter shall provide the Mortgagee(s) a copy of any Notice of Default in accordance with Section 10.01 and Article XV. In the event that Developer has failed to cure or begin acting to cure a default within the time period provided in Section 10.01, the Town shall give the Mortgagee(s) written notice that Developer has failed to cure or begin acting to cure such default, and the Mortgagee(s) shall have 30 days after receiving such notice to cure such default or, if such default cannot reasonably be cured within 30 days, to begin acting to cure such default and to continue acting diligently to complete such cure within a reasonable time thereafter. The Town shall accept performance by any Mortgagee of any covenant, condition, or agreement on Developer’s part to be performed hereunder with the same force and effect as though performed by Developer.

As of the Effective Date, the name and address of the existing Mortgagee is as follows (and the Town agrees this shall satisfy the notice request described in this Section 14.03 and that it shall deliver copies of any Notice of Default to such Mortgagee in accordance herein):

New York Life Insurance Company
c/o New York Life Real Estate Investors
51 Madison Avenue
New York, NY 10010-1603
ATTN: Senior Director - Loan Administrative Division, Loan No. 374-0752
and Managing Director - Real Estate Section

Section 14.04 Mortgagee Not Obligated Under This Development Agreement. No Mortgagee shall have any obligation or duty under this Development Agreement to perform the
obligations of Developer or the affirmative covenants of Developer hereunder or to guarantee such performance unless and until such time as a Mortgagee takes possession or becomes the owner of the property covered by its Mortgage. If the Mortgagee takes possession or becomes the owner of any portion of the Subject Property, then from and after that date, the Mortgagee shall be obligated to comply with all provisions of this Development Agreement; provided that the Mortgagee shall not be responsible to the Town for any unpaid monetary obligations of Developer that accrued prior to the date the Mortgagee became the fee owner of the Subject Property. Nothing in this Section 14.04 is intended, nor should be construed or applied, to limit or restrict in any way the Town's authority to terminate this Development Agreement pursuant to Section 11.02, as against any Mortgagee as well as against Developer if any curable default, which occurred while either Developer or the Mortgagee is the owner of the Subject Property, is not completely cured within the time period provided for in Section 14.03.

Article XV. NOTICES.

All notices or other communication required or otherwise provided herein between the Parties shall be in writing, and shall be given by certified mail (return receipt requested) or by a reputable courier promising overnight delivery to the respective addresses specified by each Party. A notice shall be deemed effective on the next business day following the date of deposit for overnight delivery, and three business days following the date of mailing if given by certified mail (return receipt requested).

Notices to the Town:

Town of Corte Madera
Planning Director
300 Tamalpais Drive
Corte Madera, CA 94925

With copies to:

Corte Madera Town Attorney
300 Tamalpais Drive
Corte Madera, CA 94925

Notices to Developer:

Corte Madera Village, LLC
ATTN: Vice President, Development
401 Wilshire Boulevard
Suite 700
Santa Monica, CA 90401-1452

With copies to:

The Macerich Company
ATTN: General Counsel
401 Wilshire Boulevard
Suite 700
Santa Monica, CA 90401-1452
and

Cecily T. Barclay
Perkins Cole LLP
505 Howard Street
Suite 1000
San Francisco, CA 94105

Either Party may at any time, by giving 10 days' written notice to the other Party, designate any other address or addresses in substitution of the address to which such notice or communication shall be given.

Article XVI. MISCELLANEOUS.

Section 16.01 Notice of Completion. Within 30 days following any written request that Developer may make from time to time, the Town shall execute and deliver to Developer a written "Notice of Completion" in recordable form, duly executed and acknowledged by the Town, which certifies the completion of certain or all improvements Developer is obligated to make under this Development Agreement or to explain in writing why such notice cannot be provided. The failure to deliver such a statement or explanation within such time shall constitute a conclusive presumption against the Town that all improvements that are the subject of Developer's request have been completed. Developer may record the Notice of Completion.

Section 16.02 Notice of Compliance. Within 30 days following any written request that Developer or a Mortgagee may make from time to time, the Town shall execute and deliver to Developer and such Mortgagee a written "Notice of Compliance" in recordable form, duly executed and acknowledged by the Town, which certifies:

(a) The amount of Annual Payment or other amounts due and payable by Developer to the Town under this Development Agreement;

(b) This Development Agreement is unmodified and in full force and effect, or, if there have been modifications hereto, that this Development Agreement is in full force and effect as modified and stating the date and nature of such modifications;

(c) There are no known current uncured defaults under this Development Agreement or, in the alternative, specifying the dates and nature of any such default and any pertinent facts with respect thereto; and

(d) Any other reasonable information requested by Developer or such Mortgagee.

The failure to deliver such a statement, or to explain in writing why such notice cannot be provided, within such time shall constitute a conclusive presumption against the Town that this Development Agreement is in full force and effect without modification (except as may be asserted by Developer) and that there are no uncured defaults in the performance of Developer. Developer may record the Notice of Compliance.

Section 16.03 No Third Party Beneficiary Rights. With the exception of those rights expressly conferred upon a Mortgagee under this Development Agreement, this Development
Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any person or entity that is not expressly made a Party to this Development Agreement.

Section 16.04 No Agency, Joint Venture, or Partnership. The Parking Area Project is a private undertaking. Neither Party is acting as the agent of the other in any respect hereunder. Each Party is an independent contracting entity with respect to the terms and provisions contained in this Development Agreement. None of the terms or provisions of this Development Agreement shall be deemed to create a partnership, joint venture, or joint enterprise between or among the Parties.

Section 16.05 Prevailing Wage Laws. In the event that Developer constructs any improvements on the Parking Area that require compliance with California prevailing wage laws ("Prevailing Wage Laws"), the Developer shall be solely responsible for ensuring that Prevailing Wage Laws are, and have been, complied with in connection with the construction of such improvements, and the Town has no responsibility to ensure compliance with Prevailing Wage Laws. Developer shall bear all responsibility and liability in the event that a court of competent jurisdiction determines that construction of any such improvements by Developer requires compliance with Prevailing Wage Laws in construction of such improvements, and Developer shall indemnify and hold harmless the Town as provided in Section 12.01.

Section 16.06 Governing Law, Interpretation of Development Agreement. This Development Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts entered into and to be performed in California. Any action to enforce or interpret this Development Agreement shall be brought in a court of competent jurisdiction in Marin County or, in the case of any federal claims, in federal court for the Northern District of California.

Section 16.07 Covenants Running with the Land. All of the terms and provisions contained in this Development Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, and assigns. All of the terms and provisions contained in this Development Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code section 1468.

Section 16.08 Further Acts. Each Party shall execute and deliver any and all additional documents and instruments, and perform such further acts, as may be reasonably necessary or proper to achieve the purposes of this Development Agreement.

Section 16.09 Counterparts. This Development Agreement and any and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 16.10 Execution and Recordation of Development Agreement. Not later than 10 days after the Effective Date, the Town Clerk shall cause this Development Agreement to be recorded in the Official Records of Marin County.

Section 16.11 Cooperation in the Event of Legal Challenge. In the event of any legal or equitable action or proceeding instituted by a third party challenging the validity of any provision of this Development Agreement or the procedures leading to its adoption, the Parties shall cooperate in defending said action or proceeding. Developer shall be liable to the Town to bear its own litigation expenses of defense as a real party in interest in any such action, and to
reimburse the Town for all court costs and reasonable attorneys’ fees expended by the Town in
defense of any such action or other proceeding or payable to any prevailing plaintiff/petitioner.

Section 16.12 Exhibits. The following exhibits are attached to this Development
Agreement and incorporated herein as though set forth in full for all purposes:

Exhibit A  Map Depicting The Village
Exhibit B  Legal Description and Plat of the Developer Parcel
Exhibit C  Legal Description and Plat of the Parking Area
Exhibit D  Site Plan, Grading Plan, Stormwater Control Plan, and Landscape
Plan of the Restoration Hardware Project
Exhibit E  Site Plan, Grading Plan, Stormwater Control Plan, and Landscape
Plan of the Parking Area Project
Exhibit F  Non-Exclusive Parking Easement Agreement
Exhibit G  Map Depicting the Portion of the Parking Area to Be Used for
Construction Staging
Exhibit H  Form or Essential Terms of License Agreement

In witness whereof, the Parties have entered into this Development Agreement as of the
Effective Date.

[Remainder of page left blank – signatures on next page.]
CORTE MADERA VILLAGE, LLC,
a Delaware limited liability company

By: MACERICH CM VILLAGE LIMITED PARTNERSHIP,
a California limited partnership,
its managing member

By: MACERICH CM VILLAGE GP CORP.,
a Delaware corporation,
its general partner

By: __________________________
Name: __________________________
Title: __________________________
Date: __________________________

APPROVED AS TO FORM:
Perkins Coie LLP on behalf of Corte Madera Village, LLC

By: __________________________
Cecily Barclay, Partner

TOWN OF CORTE MADERA,
a municipal corporation

By: __________________________
Name: __________________________
Town Manager

Date: __________________________

APPROVED AS TO FORM:
Town of Corte Madera,
a Municipal Corporation

By: __________________________
Name: __________________________
Town Attorney
OSQ Series
OSQ™ LED Area/Flood Luminaire – Medium

Product Description
The OSQ™ Area/Flood luminaire blends extreme optical control, advanced thermal management and modern, clean aesthetics. Built for the outdoors, the housing is made from cast aluminum with an integral, weatherproof LED driver compartment. Versatile mounting configurations offer simple installation. Its slim, low-profile design means it will blend seamlessly into the site providing even, quality illumination. The B Input power designator is a suitable upgrade for HID applications up to 250 Watt, and the K Input power designator is a suitable upgrade for HID applications up to 400 Watt.

Applications: Parking lots, walkways, campuses, car dealerships, office complexes, and internal roadways

Performance Summary
NanoOptic® Precision Delivery Grid™ optic
Made in the U.S.A. of U.S. and imported parts

Initial Delivered Lumens: Up to 17,291

Efficacy: Up to 136 LPW

CRI: Minimum 70 CRI [4000K & 5700K]; 80 CRI [3000K symmetric optics]; 80 CRI [3000K asymmetric optics]

CCT: 3000K (+/- 300K), 4000K (+/- 300K), 5700K (+/- 500K)

Limited Warranty*: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish

*See http://lighting.cree.com/warranty for warranty terms

Accessories

<table>
<thead>
<tr>
<th>Field-Installed</th>
<th>Hand-Held Remote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Backlight Shield</td>
<td>XA-SENSERM</td>
</tr>
<tr>
<td>OSQ-BL.SLM®</td>
<td></td>
</tr>
<tr>
<td>– Front facing optics</td>
<td></td>
</tr>
<tr>
<td>OSQ-BL.SLR®</td>
<td></td>
</tr>
<tr>
<td>– Rotated optics</td>
<td></td>
</tr>
</tbody>
</table>

Ordering Information
Fully assembled luminaire is composed of two components that must be ordered separately.
Example: Mount: OSQ-ACSV + Luminaire: OSQ-6-NM-3ME-B-40K-UL-SV

Mount (Luminaire must be ordered separately)
OSQ-6-97mm
OSQ-DA Adjustable Arm
OSQ-DA Direct Arm

Color Options: SF Silver
BK Black
BZ Bronze
WH White

Luminaire (Mount must be ordered separately)

<table>
<thead>
<tr>
<th>OSQ</th>
<th>A</th>
<th>NM</th>
<th>Mounting</th>
<th>Optic</th>
<th>Input Power Designator</th>
<th>CCT</th>
<th>Voltage</th>
<th>Color Options</th>
<th>Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>OSQ</td>
<td>A</td>
<td>NM</td>
<td>Mounting</td>
<td>Optic</td>
<td>Input Power Designator</td>
<td>CCT</td>
<td>Voltage</td>
<td>Color Options</td>
<td>Options</td>
</tr>
<tr>
<td>2ME*</td>
<td>B</td>
<td>30K</td>
<td>UL</td>
<td>BK</td>
<td>69W</td>
<td>3000K</td>
<td>Universal 120-277V</td>
<td>6-18V Dimming</td>
<td></td>
</tr>
<tr>
<td>2ME*</td>
<td>K</td>
<td>40K</td>
<td>BZ</td>
<td>Black</td>
<td>49W</td>
<td>4000K</td>
<td>Universal 120-277V</td>
<td>6-18V Dimming</td>
<td></td>
</tr>
<tr>
<td>2ME*</td>
<td>Y</td>
<td>57K</td>
<td>SY</td>
<td>Bronze</td>
<td>86W</td>
<td>5700K</td>
<td>Universal 120-277V</td>
<td>6-18V Dimming</td>
<td></td>
</tr>
<tr>
<td>2ME*</td>
<td>W</td>
<td>347-480</td>
<td>WH</td>
<td>White</td>
<td>86W</td>
<td>347-480</td>
<td>Universal 120-277V</td>
<td>6-18V Dimming</td>
<td></td>
</tr>
</tbody>
</table>

DIM 6-18V Dimming
- Control by others
- Refer to Dimming spec sheet for details
- Can’t exceed wattage of specified input power designator

FM Field Adjustable Output
- Refer to Field Adjustable Output spec sheet for details

ML Multi-Level
- Refer to ML Spec sheet for details
- High: 100%, Low: 0%
- Available with UL voltage only
- Intended for downlight applications at 0° tilt

PML Programmable Multi-Level, 20-40° Mounting Height
- Refer to PML spec sheet for details
- Available with UL voltage only
- Intended for downlight applications at 0° tilt

PML Programmable Multi-Level, 10-30° Mounting Height
- Refer to PML spec sheet for details
- Available with UL voltage only
- Intended for downlight applications at 0° tilt

QY Field Adjustable Output
- Refer to Field Adjustable Output spec sheet for details

R NEMA® Photocell Receptacle
- Intended for downlight applications with maximum 45° tilt
- 3-pin receptacle per ANSI C134, 10 - Photocell and shorting cap by others

RL Rotate Left
- LED and optic are rotated to the left

RR Rotate Right
- LED and optic are rotated to the right

*Available with backlight shield when ordered with field-installed accessory (see table above)

Rev. Date: V11 07/2016

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OSQ™ LED Area/Flood Luminaire – Medium

Product Specifications

CONSTRUCTION & MATERIALS
- Slim, low profile design minimizes wind load requirements
- Luminaire housing is rugged die cast aluminum with an integral, weathertight LED driver compartment and high performance heat sink
- Convenient interlocking mounting method on direct arm mount.
  Mounting adapter is die cast aluminum and mounts to 3-1/4” (76-152mm) square or round pole, secured by two #10-18 UNC bolts spaced on 2” (51mm) centers
- Mounting for the adjustable arm mount adapter is die cast aluminum and mounts to 2” (51mm) IP 2.375” (60mm) O.D. 14-gauge steel
- Adjustable arm mount can be adjusted 180° in 2.5” increments
- Designed for upright and downlight applications
- Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with a ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion, Silver, bronze, black, and white are available
- Weight: 26.5 lbs. [12kg]

ELECTRICAL SYSTEM
- Input Voltage: 120-277V or 347-480V, 50/60Hz, Class I drivers
- Power Factor: > 0.9 at full load
- Total Harmonic Distortion: < 20% at full load
- Integral 10kV surge suppression protection standard
- When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush current
- 10V Source Current: 0.15mA

REGULATORY & VOLUNTARY QUALIFICATIONS
- cULus Listed
- Suitable for wet locations
- Enclosure rated ip66 per IEC 60529 when ordered without R option
- Consult factory for CE Certified products
- Certified to ANSI C138.3-2001, 3G bridge and overpass vibration standards
- 10kV surge suppression protection tested in accordance with IEEE/ANSI C62.41.2
- Meets FCD Part 15, Subpart B, Class A standards for conducted and radiated emissions
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- Meets Buy American requirements within ARRA
- DLC and DOL Premium qualified versions available. Some exceptions apply. Please refer to www.designlights.org/QPL for most current information
- RoHS compliant, Consult factory for additional details
- Dark Sky Friendly, IDA Approved when ordered with 30K CCT. Please refer to http://darksky.org/osa/osa-products/for most current information

<table>
<thead>
<tr>
<th>System Watts</th>
</tr>
</thead>
<tbody>
<tr>
<td>120V</td>
</tr>
<tr>
<td>120</td>
</tr>
<tr>
<td>750</td>
</tr>
<tr>
<td>1000</td>
</tr>
</tbody>
</table>

Recommended OSQ Series Lumen Maintenance Factors (LMF)

<table>
<thead>
<tr>
<th>Ambient</th>
<th>Optic</th>
<th>Initial LMF</th>
<th>25K hr Projected LMF</th>
<th>50K hr Projected LMF</th>
<th>75K hr Projected LMF</th>
<th>100K hr Calculated LMF</th>
</tr>
</thead>
<tbody>
<tr>
<td>5°C (41°F)</td>
<td>Asymmetric</td>
<td>1.04</td>
<td>0.94</td>
<td>0.89</td>
<td>0.84</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Symmetric</td>
<td>1.05</td>
<td>1.00</td>
<td>0.91</td>
<td>0.82</td>
<td></td>
</tr>
<tr>
<td>10°C (50°F)</td>
<td>Asymmetric</td>
<td>1.03</td>
<td>0.99</td>
<td>0.94</td>
<td>0.89</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Symmetric</td>
<td>1.04</td>
<td>1.00</td>
<td>0.97</td>
<td>0.91</td>
<td></td>
</tr>
<tr>
<td>15°C (60°F)</td>
<td>Asymmetric</td>
<td>1.02</td>
<td>0.97</td>
<td>0.92</td>
<td>0.87</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Symmetric</td>
<td>1.02</td>
<td>0.98</td>
<td>0.94</td>
<td>0.92</td>
<td></td>
</tr>
<tr>
<td>20°C (68°F)</td>
<td>Asymmetric</td>
<td>1.01</td>
<td>0.96</td>
<td>0.91</td>
<td>0.86</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Symmetric</td>
<td>1.01</td>
<td>0.96</td>
<td>0.92</td>
<td>0.88</td>
<td></td>
</tr>
<tr>
<td>25°C (77°F)</td>
<td>Asymmetric</td>
<td>1.00</td>
<td>0.95</td>
<td>0.90</td>
<td>0.85</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Symmetric</td>
<td>1.00</td>
<td>0.95</td>
<td>0.91</td>
<td>0.86</td>
<td></td>
</tr>
</tbody>
</table>

1 Lumen maintenance values at 25°C (77°F) are calculated per TM-21 based on LM-80 data and in-use luminaire testing
2 In accordance with IESNA TM-21-11. Projected Values represent interpolated values based on time durations that are within six times (6X) the IESNA LM-80-B2 total test duration (in hours) for the device under testing (DUT), i.e., the packaged LED chip
3 In accordance with IESNA TM-21-11. Calculated Values represent times that exceed six times (6X) the IESNA LM-80-B2 total test duration (in hours) for the device under testing (DUT), i.e., the packaged LED chip

AA Mount

Weight: 26.5 lbs. [12kg]
OSQ™ LED Area/Flood Luminaire – Medium

Photometry
All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: http://lighting.cree.com/products/outdoor/area/osq-series

**Type II Medium Distribution**

<table>
<thead>
<tr>
<th>Input Power Designator</th>
<th>Initial Delivered Luminos*</th>
<th>BUG Ratings Per TM 15-11</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3000K</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4000K</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5700K</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| B                      | 10,738                    | B2 U0 G2                |
| K                      | 14,022                    | B3 U0 G3                |

Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10% and +10% of initial delivered lumens.

**Type II Medium w/BLS Distribution**

<table>
<thead>
<tr>
<th>Input Power Designator</th>
<th>Initial Delivered Luminos*</th>
<th>BUG Ratings Per TM 15-11</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3000K</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4000K</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5700K</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| B                      | 8,251                     | B2 U0 G2                |
| K                      | 12,312                    | B2 U0 G2                |

Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10% and +10% of initial delivered lumens.

**Type III Medium Distribution**

<table>
<thead>
<tr>
<th>Input Power Designator</th>
<th>Initial Delivered Luminos*</th>
<th>BUG Ratings Per TM 15-11</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3000K</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4000K</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5700K</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| B                      | 10,738                    | B2 U0 G3                |
| K                      | 15,022                    | B3 U0 G3                |

Initial delivered lumens at 28°C (82°F). Actual production yield may vary between -10% and +10% of initial delivered lumens.

**Type III Medium w/BLS Distribution**

<table>
<thead>
<tr>
<th>Input Power Designator</th>
<th>Initial Delivered Luminos*</th>
<th>BUG Ratings Per TM 15-11</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3000K</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4000K</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5700K</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| B                      | 8,477                     | B1 U0 G2                |
| K                      | 12,649                    | B2 U0 G2                |

Initial delivered lumens at 35°C (95°F). Actual production yield may vary between -10% and +10% of initial delivered lumens.

**For more information on the IES BLS (Backlight-Illuminated-Scan) Rating visit:**


**For more information on the IES BUG (Backlight-Illuminated-Gray) Rating visit:**

### Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an iES file specific to your project consult: http://lighting.cree.com/products/outdoor/area/osq-series

#### 15° Flood Distribution

<table>
<thead>
<tr>
<th>Input Power Designator</th>
<th>3000K</th>
<th>4000K</th>
<th>5700K</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Delivered Lumens</td>
<td>9,914</td>
<td>11,478</td>
<td>11,478</td>
</tr>
<tr>
<td>Initial Delivered Lumens*</td>
<td>14,395</td>
<td>16,897</td>
<td>17,191</td>
</tr>
</tbody>
</table>

*Initial delivered lumens at 25°C (77°F). Actual production yield may vary between ±10 and ±15% of initial delivered lumens.

#### 25° Flood Distribution

<table>
<thead>
<tr>
<th>Input Power Designator</th>
<th>3000K</th>
<th>4000K</th>
<th>5700K</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Delivered Lumens</td>
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<td>11,478</td>
</tr>
<tr>
<td>Initial Delivered Lumens*</td>
<td>14,395</td>
<td>16,897</td>
<td>17,191</td>
</tr>
</tbody>
</table>

*Initial delivered lumens at 25°C (77°F). Actual production yield may vary between ±10 and ±15% of initial delivered lumens.

#### 40° Flood Distribution

<table>
<thead>
<tr>
<th>Input Power Designator</th>
<th>3000K</th>
<th>4000K</th>
<th>5700K</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Delivered Lumens</td>
<td>9,914</td>
<td>11,478</td>
<td>11,478</td>
</tr>
<tr>
<td>Initial Delivered Lumens*</td>
<td>14,395</td>
<td>16,897</td>
<td>17,191</td>
</tr>
</tbody>
</table>

*Initial delivered lumens at 25°C (77°F). Actual production yield may vary between ±10 and ±15% of initial delivered lumens.

---

CREE Lighting Systems

US: lighting.cree.com/lighting  T (800) 236-6800  F (262) 504-5415

Canada: www.cree.com/canada  T (800) 473-1234  F (860) 890-7507

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OSQ™ LED Area/Flood Luminaire – Medium

Photometry
All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: http://lighting.cree.com/products/outdoor/area/osq-series

60° Flood Distribution

<table>
<thead>
<tr>
<th>Temperature</th>
<th>3000K</th>
<th>4000K</th>
<th>5700K</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Power</td>
<td>9.914</td>
<td>11.476</td>
<td>11.476</td>
</tr>
<tr>
<td>Designator</td>
<td>Delivered Lumens</td>
<td>16.897</td>
<td>17.191</td>
</tr>
<tr>
<td>Initial Delivered Lumens</td>
<td>16.897</td>
<td>17.191</td>
<td></td>
</tr>
</tbody>
</table>

*Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens.

60° Flood Distribution

<table>
<thead>
<tr>
<th>Temperature</th>
<th>3000K</th>
<th>4000K</th>
<th>5700K</th>
</tr>
</thead>
<tbody>
<tr>
<td>Input Power</td>
<td>9.914</td>
<td>11.476</td>
<td>11.476</td>
</tr>
<tr>
<td>Designator</td>
<td>Delivered Lumens</td>
<td>16.897</td>
<td>17.191</td>
</tr>
<tr>
<td>Initial Delivered Lumens</td>
<td>16.897</td>
<td>17.191</td>
<td></td>
</tr>
</tbody>
</table>

*Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens.

Wide Sign Distribution

<table>
<thead>
<tr>
<th>Temperature</th>
<th>3000K</th>
<th>4000K</th>
<th>5700K</th>
</tr>
</thead>
<tbody>
<tr>
<td>Input Power</td>
<td>9.914</td>
<td>11.476</td>
<td>11.476</td>
</tr>
<tr>
<td>Designator</td>
<td>Delivered Lumens</td>
<td>16.897</td>
<td>17.191</td>
</tr>
<tr>
<td>Initial Delivered Lumens</td>
<td>16.897</td>
<td>17.191</td>
<td></td>
</tr>
</tbody>
</table>

*Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens.

CESTL Test Report # PLCD100-2018
OSQ-A-**-600-H-30K-UL
Initial Delivered Lumens: 10,079

CESTL Test Report # PLST489-007A
OSQ-A-**-WSN-U-30K-UL
Initial Delivered Lumens: 12,114
## Luminaire EPA

### Fixed Arm Mount - OSQ-DA

<table>
<thead>
<tr>
<th>Weight</th>
<th>2.5 lbs. (1.12kg)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>2 0 180°</td>
</tr>
<tr>
<td></td>
<td>2 0 90°</td>
</tr>
<tr>
<td></td>
<td>3 0 90°</td>
</tr>
<tr>
<td></td>
<td>3 0 120°</td>
</tr>
<tr>
<td></td>
<td>4 0 90°</td>
</tr>
</tbody>
</table>

| 0.74  | 1.48  | 1.19  | 1.93  | 1.69  | 2.38  |

### Adjustable Arm Mount - OSQ-AA

<table>
<thead>
<tr>
<th>Weight</th>
<th>26.5 lbs. (12kg)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>2 0 180°</td>
</tr>
<tr>
<td></td>
<td>2 0 90°</td>
</tr>
<tr>
<td></td>
<td>3 0 90°</td>
</tr>
<tr>
<td></td>
<td>3 0 120°</td>
</tr>
<tr>
<td></td>
<td>4 0 180°</td>
</tr>
<tr>
<td></td>
<td>4 0 90°</td>
</tr>
</tbody>
</table>

**Tenon Configuration** (10° to 80° Tilt):
- If used with Cree tenons, please add tenon EPA with Luminaire EPA.

<table>
<thead>
<tr>
<th>0° Tilt</th>
<th>0.74</th>
<th>1.48</th>
<th>1.19</th>
<th>1.93</th>
<th>1.69</th>
<th>2.38</th>
</tr>
</thead>
<tbody>
<tr>
<td>10° Tilt</td>
<td>0.25</td>
<td>1.48</td>
<td>1.49</td>
<td>2.23</td>
<td>2.15</td>
<td>4.22</td>
</tr>
<tr>
<td>20° Tilt</td>
<td>1.12</td>
<td>1.48</td>
<td>1.86</td>
<td>2.60</td>
<td>2.85</td>
<td>5.31</td>
</tr>
<tr>
<td>30° Tilt</td>
<td>1.66</td>
<td>1.68</td>
<td>2.20</td>
<td>2.94</td>
<td>3.56</td>
<td>6.36</td>
</tr>
<tr>
<td>45° Tilt</td>
<td>1.96</td>
<td>1.96</td>
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<td>3.32</td>
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**Tenon Configuration** (90° Tilt):
- If used with Cree tenons, please add tenon EPA with Luminaire EPA.

| 90° Tilt | 2.61  | 2.61  | 4.44  | 6.05  | 5.11  | 9.79  | 13.28 | 10.39 |

---

* Specify pole size: 3" (1", 1.5"), or 4" (1", 1.5") for single, double or triple luminaire orientation or 4" (1", 1.5") for quad luminaire orientation.

** These EPA values must be multiplied by the following ratio: Fixture Mounting Height / Total Height. Specify pole size: 3" (1", 1.5"), or 4" (1", 1.5") for quad luminaire orientation.
### Tenon EPA

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<td>PW-2A**</td>
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<td>WM-2</td>
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<td>WM-4</td>
<td>0.25</td>
</tr>
<tr>
<td>WM-DM</td>
<td>None</td>
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</table>

*Specify pole size: 3½ in, 5½ in, 6½ in, or 9½ in for single, double or triple luminaire orientation or 4½ in, 6½ in, or 9½ in for quad luminaire orientation
** These SRA values must be multiplied by the following rates: Feature Mounting Height/Total Pole Height. Specify pole size: 3½ in, 5½ in, 6½ in, or 9½ in

### Direct Mount Configurations

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<td>✔</td>
<td>✔</td>
<td>✔</td>
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<tr>
<td>3&quot; Round</td>
<td>B &amp; K</td>
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<td>✔</td>
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<td>✔</td>
</tr>
<tr>
<td>4&quot; Square</td>
<td>B &amp; K</td>
<td>✔</td>
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<tr>
<td>4&quot; Round</td>
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<td>✔</td>
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</tr>
<tr>
<td>5&quot; Square</td>
<td>B &amp; K</td>
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<tr>
<td>6&quot; Square</td>
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<td>✔</td>
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<td>✔</td>
</tr>
<tr>
<td>6&quot; Round</td>
<td>B &amp; K</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
</tbody>
</table>

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April 7, 2017

Phil Boyle
Planning Department
300 Tamalpais Drive
Corte Madera, CA 94925

Re: Restoration Hardware Project
Request for Information Relating to Parking

Dear Mr. Boyle:

I am responding to your request by letter dated March 31, 2017 to provide information about square footage and parking requirements (Questions 1 and 2 in your letter).

We intend to provide detailed information to the Town at a later date to demonstrate that due to the grandfathered-in parking requirements that applied when the vast majority of the Village was built in the 1980s, the Village is currently over-parked. However, for now and for purposes of processing the Restoration Hardware Project applications and EIR, we wish to establish only that parking will be more than sufficient once the new RH Gallery opens. To accomplish that, we provide the following information and calculations, which demonstrate parking requirements will be exceeded at the Village even if conservative assumptions are applied.

*August 2015 Square Footage and Parking Space Count.* As you know from our project description, in August 2015, VCM undertook a detailed review of leasing records and scaled as built diagrams and determined that the square footage at The Village was 474,985 gross square feet. VCM also counted parking spots based upon aerial photographs taken around that time, and calculated 1761 onsite parking spaces at that time.

*Updated Square Footage and Parking Space Count.* The center has expanded by 232 gross square feet since August 2015. That brings the total gross square footage to 475,217.

We also updated the parking information. Kimley-Horn reviewed the parking counts that were supplied by Hexagon when it conducted the holiday parking studies the Town requested in 2015, and compared them to site plans and onsite observations. Due to the existence of some curbside parallel parking spaces that were not noticeable in the aerial photographs used in August 2015, and some parking reconfigurations to accomplish minor tasks such as upgrading some ADA spaces to current standards, the parking count increased to 1781 spaces as of June 2016. That is the most current, detailed information we have available.
**History Of Town Parking Requirements.** We have obtained documents from the Town Clerk that reflect amendments to the Town's parking requirements since 1978. These documents reveal that the Town's citywide ordinances have always measured retail parking requirements according to gross square footage, not net leasable. They also reveal that the change in retail parking requirements occurred in 1994, when the requirement changed from 1 space per 275 gross square feet to 1 space per 250 gross square feet.

Specifically, the Town Clerk provided us with a copy of Chapter 18.20, off-street parking and loading, dated June 19, 1984, and Ordinance 661, enacted in 1978. Both dictate a parking ratio for retail uses in regional shopping centers in the C-2 Zoning District of 1 space per 275 SF of gross floor area. The Clerk also provided us with a copy of Ordinance 785, enacted on August 2, 1994, which amended the Municipal Code to require 1 space per 250 SF of gross floor area for retail uses.

**Grandfathered-in Square Footage.** To calculate the amount of retail square footage that is grandfathered in, we referred to a 1984 Reciprocal Easement Agreement exhibit that was submitted to the Town in connection with the processing of the 2012 Preliminary Plan amendment (copy attached). This 1984 REA exhibit indicates that the Village had 444,333 gross square feet at the time, of which 19,800 was devoted to a commercial office space. Thus, in 1984, the Village had 424,533 square feet of retail uses.

This conclusion is confirmed by the enclosed aerial photographs. One is an aerial from 1993, just before the parking requirements changed. The other is a current aerial. Comparing the two photographs establishes that the overwhelming majority of the Village was built out by 1993, and that not much square footage has been added since then.

**Square Footage Not Grandfathered-In.** To be conservative, we assume below that only the retail square footage built as of 1984 was grandfathered in at the one space per 275 gross square feet. We assume all other space, whether built as retail or office, is not grandfathered in and is subject to the one space per 250 gross square feet standard.

**Amount of Square Footage to be Provided Post-Project.** We took the updated square footage of 475,217, and added 46,000 SF for the RH Gallery, to arrive at a post-project total of 521,217. This is a conservative assumption, since the Gallery will likely be built with less than 46,000 square feet.

**Amount of Parking to be Provided Post-Project.** In our project description dated March 20, 2017, we calculated the number of proposed parking spaces, but neglected to include the additional spaces that will result from upgrading the existing parking lot. The RH Gallery will displace a net of 166 spaces. Post-project, there will be between 2,035 and 2,070 spaces, depending how many spaces are ultimately approved for the gravel lot.

**Parking Calculations.** Based on this data, the parking calculations are as follows:
<table>
<thead>
<tr>
<th>Square Footage</th>
<th>Required # Parking Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>424,533 SF of retail existing in 1984, parked at 1/275</td>
<td>1,544</td>
</tr>
<tr>
<td>50,684 square feet of additional space, parked at 1/250 (This is the difference between 424,533 square feet and the current 475,217 square feet)</td>
<td>203</td>
</tr>
<tr>
<td>46,000 square feet of retail for the RH Gallery, parked at 1/250</td>
<td>184</td>
</tr>
<tr>
<td>Total Spaces Required Post-Project</td>
<td>1,931</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Parking</th>
<th># spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Today</td>
<td>1781</td>
</tr>
<tr>
<td>Added in the Gravel Lot</td>
<td>420 to 455</td>
</tr>
<tr>
<td>Displaced by RH Gallery</td>
<td>(166)</td>
</tr>
<tr>
<td>Total to be Provided Post-Project:</td>
<td>2,035 to 2,070</td>
</tr>
</tbody>
</table>

Accordingly, the project will provide more than enough parking to meet the Town’s requirements.

Sincerely,

Giancarlo Filartiga
REA Exhibit B
8/30/84
The Village at Corte Madera
2016 Restoration Hardware Expansion Project
Applicant’s Project Description

March 20, 2017
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2016 Restoration Hardware Expansion Project (Rev. 3/20/17)

- 2 -
A. Overview

Corte Madera Village, LLC ("CMV") and Restoration Hardware, Inc. ("RH") propose to expand The Village at Corte Madera by adding a retail store and café of approximately 46,000 square feet of gross floor area ("RH Gallery"). The RH Gallery will have two levels, plus an open-air rooftop courtyard surrounding an enclosed scenery loft of glass and steel. The project will also involve remodeling the plaza at the eastern edge of the current shopping area across the ring road from the new RH Gallery ("East Entry Plaza"), and making improvements to the existing parking lot at The Village. As part of the project, the applicant proposes that the Town of Corte Madera enter into a development agreement pursuant to which the Town would record a nonexclusive public parking easement for the benefit of CMV against the gravel parking lot currently owned by the Town, located north of the shopping center across Redwood Highway. CMV would pave and landscape the lot, and continue its existing use as a parking lot. Parking spaces at the lot would be counted toward meeting the shopping center’s parking requirements.

Included with this 2016 Restoration Hardware Expansion Project, Project Description ("Project Description") are Exhibits A through G. This project is part of the development already contemplated in the Town’s 2009 General Plan and studied in a project level analysis in the EIR the Town certified for that General Plan. Exhibit A provides the necessary details of the project. Exhibit B responds to the questions on each of the Town’s application forms submitted with this Project Description. The requests for notices and contact information are set forth in Exhibit C. Implementation of the mitigation measures from the General Plan EIR is reflected in Exhibit D. Exhibit E addresses the project’s contribution toward impacts found in the General Plan EIR to be significant and unavoidable. Exhibits D and E demonstrate the extensive efforts already devoted to analysis of the impacts of this retail expansion, and to formulating and imposing mitigation measures to reduce impacts to less than significant levels whenever feasible. Exhibit F is a diagram of improvements to the East Entry area. Exhibit G is a diagram of the improvements to the existing parking lot. These exhibits further demonstrate that there is no new information, change in surrounding circumstances or changes to the project studied in the General Plan EIR that would result in any new or more severe significant impacts than those that have been studied previously.

B. Retail Store Expansion

1. Land Use

The proposed retail store and café uses by RH are consistent with the site’s Mixed Use Regional Serving Commercial General Plan land use designation, the C-2 Regional Shopping District zoning district, and the BRNH Baylands Risk Zone and Natural Habitat Overlay District that apply to The Village. The Preliminary Plan for The Village would be amended to include the new RH Gallery and parking lot, and a precise plan for the new RH Gallery and parking lot would be developed.
2. Square Footage

The project includes construction of a RH Gallery in an area currently occupied by surface parking. The RH Gallery will be approximately 46,000 square feet of gross floor area. Building Plans included with the Design Review submittals set forth more precise calculations of square footage, but CMV requests that the Town study development of up to 46,000 square feet to provide flexibility for minor refinements that may be implemented during processing of the applications.

The Town’s 2009 General Plan allows an FAR of .47 for The Village, which equals 652,010 square feet of gross floor area. The Preliminary Plan for The Village, which was last amended in Resolution 3685 adopted in 2012, allows up to 484,005 square feet, which equals an FAR of .349. The 484,005 square feet includes 20,000 square feet for an expansion of Macy’s, for which no precise plan application was ever submitted. As of August 2015, the gross square footage at The Village was 474,985 gross square feet.

The project does not seek any increase in the FAR allowed by the General Plan. The maximum square footage in the Preliminary Plan and the Precise Plan would be adjusted to accommodate the Project.

Existing and Proposed Square Footage.
An extensive review of prior submittals, staff reports, and resolutions reveals substantial confusion regarding the square footage numbers. The confusion is due to a lack of clarity whether any given number is accurately represented as gross leasable area or gross floor area, and whether any given number reflected only retail space or also included office space. To bring clarity and precision to the process, CMV undertook a detailed review of leasing records and scaled as built diagrams, and determined that the existing square footage at The Village as of August 2015 was 474,985 gross square feet. Of this 474,985 gross square feet, 2,000 gross square feet was devoted to office uses and 472,985 gross square feet was devoted to retail uses that include the 17,431 gross square feet expansion of Nordstrom approved in 2012.

3. East Entry Plaza

The project proposes to remodel the East Entry Plaza across the ring road from the proposed new RH Gallery. Existing landscape and hardscape will be removed and replaced to provide a more open and usable plaza area that complements the entry to

1 The term "gross floor area" is used as defined in Municipal Code Section 18.04.260, to mean the total enclosed area of all floors of a building measured to the outside face of the walls.
2 The Design Review applications reflect the following more precise amounts of gross floor area, which reflect current plans and may be refined during application processing:

<table>
<thead>
<tr>
<th>Level</th>
<th>SF</th>
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<tr>
<td>Ground Level</td>
<td>24,520</td>
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<tr>
<td>Second Level</td>
<td>16,807</td>
</tr>
<tr>
<td>Roof Level</td>
<td>4,082</td>
</tr>
<tr>
<td>TOTAL GFA</td>
<td>45,409</td>
</tr>
</tbody>
</table>

2016 Restoration Hardware Expansion Project (Rev. 3/20/17)
the new RH Gallery. Improvements to the East Entry Plaza will include new paving and
other hardscape, landscape and trees, lighting and furniture to fit with the exterior
common areas of the shopping center and complement Restoration Hardware
hardscape and landscaping. A water feature and trellises may be considered. The
East Entry Plaza comprises approximately 8,000 square feet, and is depicted in Exhibit
F. Final design for the East Entry Plaza will be submitted at a later time.

4. Grading and Excavation

The new RH Gallery will require grading and excavation. A level building pad will be
created. Utilities will be extended within The Village as appropriate to bring lines to the
new RH Gallery. It is not anticipated that utility trenches will produce substantial
amounts of dirt. If feasible, excavated dirt will be reused on site, under the direction of
the geotechnical engineer, primarily as fill under the building pad and parking areas on
the shopping center site. The geotechnical engineer is assessing ways to address
potential consolidation settlement of the young bay mud layer underlying the site, and is
considering use of lightweight fill materials. If this method is selected, then excavated
dirt will be exported rather than reused, and the lightweight fill will be imported. In that
event, up to approximately 500 cubic yards of dirt could be exported, and up to
approximately 3,000 cubic yards of fill could be imported. The Gallery component of the
Project could entail up to 2,000 cubic yards of export (1,500 cubic yards of asphalt and
construction debris, plus 500 cubic yards of exported dirt), and up to 3,000 cubic yards
of import.

Remodeling the East Entry Plaza could entail up to approximately 250 cubic yards of
exported pavement and hardscape. As part of the improvements to the parking lot, four
cut-through aisles will be closed and curb islands and small landscaped areas will be
removed, which could entail up to approximately 200 cubic yards of exported pavement
and hardscape. Creating temporary access points for construction vehicles could entail
up to approximately 60 cubic yards of exported pavement and hardscape. It is possible
that much of the material to be exported from the East Entry Plaza remodeling, parking
lot improvements, and temporary construction vehicle access points can be pulverized
on site and reused as base material under the new pavement and hardscape areas,
consistent with the re-use criteria and guidelines in the geotechnical report.

Accordingly, the worst case scenarios for export and import associated with the retail
expansion component of the Project are as follows:

<table>
<thead>
<tr>
<th>Export</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1,500 CY asphalt and construction debris from Gallery</td>
<td></td>
</tr>
<tr>
<td>500 CY dirt from Gallery</td>
<td></td>
</tr>
<tr>
<td>250 CY pavement and hardscape from Plaza</td>
<td></td>
</tr>
<tr>
<td>200 CY pavement and hardscape from existing parking lot</td>
<td></td>
</tr>
<tr>
<td>60 CY from temporary driveways</td>
<td></td>
</tr>
<tr>
<td>TOTAL FOR RETAIL EXPANSION COMPONENT: 2,510 CY of export</td>
<td></td>
</tr>
</tbody>
</table>

2016 Restoration Hardware Expansion Project (Rev. 3/20/17)
- 6 -
Import | 3,000 CY of fill for Gallery
No fill for Plaza or existing parking lot
TOTAL FOR RETAIL EXPANSION COMPONENT: 3,000 CY of fill

5. Building Design

The building will be approximately 24,520 square feet at ground level (See footnote 2). Two elevators and two staircases will provide public access to the scenery loft enclosed by glass and steel on the rooftop. The courtyard outside the scenery loft will have an exterior parapet wall. These amenities will be made available to the public during the hours of store operation.

The RH Gallery will include a café and related food and beverage space of approximately 5,800 square feet, located on the ground floor. The 5,800 square-foot area will include a food preparation area, with the remainder of the space devoted to displaying furniture that will also be used for café seating. The café will seat up to an estimated 150 people.

6. Height

The various attributes of the RH Gallery should be studied at the following heights. While the plans included with the Design Review submittals set forth more precise calculations of heights, CMV requests that the Town study the following heights to provide flexibility for minor refinements that may be implemented during processing of the applications.

- The top of the parapet at 36 feet from finished grade.
- The roof ridge of the scenery loft at 46 feet from finished grade.
- The top of the egress stairwell and mechanical screens at 42 feet from finished grade.
- The top of the elevator at 46 feet from finished grade.

These heights are within the height permitted at the site. As set forth in the current Preliminary Plan, the base height at The Village is up to 46 feet, and additional height is allowed under Municipal Code section 18.24.070. The RH Gallery will be partially

---

3 The Design Review applications show the top of the elevator at 45'-0"; the roof of the scenery loft at 46'-0"; the top of the parapet at 33'-6". Height is measured according to Municipal Code section 18.02.335, which states, "Height of a structure means the distance from a point on the base plane to the point on the structure the greatest vertical distance above it. Base plane is an imaginary plane created at the perimeter of the structure at the finished grade. Maximum height is measured from the base plane to a second imaginary plane located parallel to the base plane and at the maximum height above it."

4 See Resolution 3635 adopted in 2012.
shielded by a rooftop tree canopy that is intended to be as tall as the elevator tower, at around 45 feet.

7. Building Materials

The RH Gallery will feature high-quality architectural design and materials. The exterior building envelope will be finished in 6 coat hand-applied Venetian plaster with an expanse of 12-foot glass and steel French door assemblies. Other architectural elements include a European entry courtyard that directs visitors to the light filled interior retail space and to the expansive café courtyard covered by a pyramid skylight. Upstairs, the second floor will showcase garden terraces accented by a Mediterranean planting palate and Juliet balconies and the rooftop will feature a covered steel and glass scenery loft and heritage olive tree. The building’s architectural details and gardens will be artfully illuminated at night, with shielded lanterns on the exterior sides of the building and other lighting that will not create glare or light pollution impacts to off-site areas.

8. Retail Store Expansion Sustainability Elements

Sustainable attributes of the Project include the following:

- Storm water pollution prevention system / filtration
- Short and long term bicycle parking
- Light pollution reduction through outdoor lighting fixture selection
- Water use reduction through low flow plumbing fixture selection
- Waste water reduction through water conserving fixture selection
- Outdoor water use through the use of a separate irrigation water meter and irrigation controller and sensors
- Water resistance and moisture management through building material selection and detailing
- Construction waste reduction through recycling or reuse
- Maximize building systems performance through independent commissioning plan, testing and end user training
- Interior air quality through protection / sealing of HVAC ducting during the construction period
- Air quality through the selection of low VOC, formaldehyde materials including sealants, paints carpets, composite wood products and resilient flooring systems

2016 Restoration Hardware Expansion Project (Rev. 3/20/17)
• Interior air quality through the use of enhanced performance filters at outside air and return air systems

• Outdoor air quality through the use of HVAC and fire suppression systems that are Chlorofluorocarbons (CFC) and Halon free

• Green roof system including water harvesting to reduce irrigation system demands

9. Parking

Construction of the RH Gallery will require removal of 195 parking spaces, which will be replaced. The parking required by the Municipal Code for a 46,000 square foot retail space, at the current rate of one space for every 250 square feet, is 184 spaces. The Village has 1781 spaces (as counted in January 2016). The gravel lot across Redwood Highway, which is not currently considered part of The Village parking, is proposed to be paved and striped to accommodate approximately 420 to 455 spaces, resulting in more than sufficient parking. A range of parking spaces is provided to allow for any changes in design. The applicant requests that the maximum number of spaces be studied.

CMV will restripe part of the existing parking lot to replace 192 narrow compact spaces with 160 uniform 8.5-foot parking spaces, create a new access aisle behind the new RH Gallery building, and construct curb islands and landscaped areas at the new edges of the parking rows behind the new RH Gallery building. In addition, to improve traffic flow in the existing parking lot, four cut-through aisles (which extend midway down the main entries off Redwood Highway) will be closed, and adjacent curb islands and small landscaped areas will be removed and will be replaced with parking spaces. These parking lot improvements will disturb 5,400 square feet. The improvements to the existing parking lot are depicted in Exhibit G. Construction of the RH Gallery and improvements to the existing parking lot will result in a net decrease of 195 parking spaces.

10. Temporary Construction Access

Two temporary access points will be created for construction vehicles to move directly between the project area and Redwood Highway via the shortest path. The temporary access points will reduce travel time and emissions as compared to a route through the shopping center parking lot. Drive aisles used by construction vehicles in the parking lot will be repaved after construction, and the temporary access points will be restored to the pre-project condition, including curb and gutter, soil grade, landscaping, irrigation, and signage. Construction vehicles will be limited to right-in and right-out turns only when entering from and exiting to Redwood Highway. The access points, as well as the parking lot areas that the construction vehicles will cross, will be staffed by flaggers to safely direct traffic. Creating the temporary construction vehicle access points and
repaving the construction vehicle drive aisles in the existing parking lot will disturb 5,600 square feet.

11. Lot Line Adjustment

The RH Gallery design also requires a Lot Line Adjustment (LLA) between the CMV and Nordstrom’s parcel. CMV will submit an application for a Lot Line Adjustment, and include evidence of Nordstrom’s consent.

C. Parking Lot Across Redwood Highway

1. Land Use

The existing 5.14 acre gravel lot parcel located just north of The Village across Redwood Highway is currently operated as a parking lot and this land use will not change. However, the site is designated Wetlands and Marshlands in the General Plan, and is in the Parks, Open Space and Natural Habitat zoning district. The project includes a General Plan Amendment to change the land use designation to Mixed Use Regional Serving Commercial, and a rezoning ordinance to change the zoning to C-2 Regional Shopping District. The property would remain in the BRNH Baylands Risk Zone and Natural Habitat Overlay District. The amendments would make clear that they would not result in any increase in development potential beyond that allowed by the current General Plan and current zoning; i.e., that the parking lot parcel would not be included in any FAR calculations or in determining density per parcel. The Preliminary Plan for The Village would be amended to include the RH Gallery and encompass the parking lot, and a precise plan would be developed for both.

2. Parking Lot Proposed Development Agreement and Easement

The Town’s acquisition of the gravel lot was funded by owners of The Village. Currently, assessments of The Village property help fund the Town’s costs of maintaining the parking lot. As part of the project, CMV proposes that the Town enter into a development agreement pursuant to which the Town will record a nonexclusive public parking easement for the benefit of CMV against the lot that now has a gravel parking lot, and CMV would pave and landscape the lot and assume all maintenance responsibilities. Parking spaces at the gravel parking lot would be counted toward meeting the shopping center’s parking requirements.

3. Current and Future Use

The gravel parking lot is currently lighted with temporary lights operated by generators, and is used for public parking, mostly for customers of The Village. The lot is occasionally used for community activities such as a gathering place for fund-raising events, community events and events at The Village, and as a training area for firefighters. Some of these current activities will continue if the project is approved. CMV will pave and landscape the lot. The parking lot itself has a footprint of 3.81 acres.
which will be reduced to 3.28 acres when it is paved. Eleven percent of the existing gravel surface will be converted to landscape, inclusive of the bioretention areas. The project proposes to stripe the lot to accommodate 420 to 455 spaces. The application seeks approval of language in the Preliminary Plan that will allow parking spaces that are 8.5 feet wide.

4. Protection of Environmental Resources

The parking lot lighting will use energy efficient LED luminaires and conform to "dark sky" requirements. The stormwater management plan will meet current requirements, thereby elevating the quality of the runoff leaving the site.

Setbacks from biological resources, including wetlands, will be equal to or greater than existing setbacks, and will conform to the recommendations of the project biologist. The project will incorporate low-impact development (LID) elements into the site’s landscaping, pavement, and stormwater management infrastructure. The low-impact development elements will include use of permeable pavement if feasible and recommended by the geotechnical engineer, and creation of rain garden bioretention areas. Bioretention areas will encompass approximately 4% of the paved area, with the total landscaped area comprising approximately 11% of the site. All stormwater will flow through water quality treatment facilities prior to discharge. The new LID features will tie-in to existing outfall structures, with no changes to the outfall configuration.

5. Grading and Excavation

Existing gravel will be removed and the soil will be compacted as necessary. The off-haul is anticipated to comprise approximately 2,500 cubic yards of material, which will be used as fill at the retail building site to the extent feasible, and exported if reuse is not feasible. Site grading will be limited to that necessary to direct drainage to treatment facilities, and is not anticipated to result in the need for significant cut or fill. In sum, the parking lot component of the project may result in up to 2,500 cubic yards of export and no import.

D. Construction Schedule For Entire Project

The construction schedule will depend upon circumstances existing at the time. The most intense schedule would include 2 months for site preparation at the shopping center, followed by 9.5 months of concurrent construction of the RH Gallery, utilities, gravel lot, East Entry Plaza, and improvements to the existing parking lot. A lengthier schedule would include 4 months of gravel lot construction, then 4 months of site preparation at the retail center, followed by 10-14 months of vertical construction of the RH Gallery, remodeling of East Entry Plaza, and installation of shopping center parking lot refinements. These projections result in a range from 11.5 months to 22 months.

The applicant requests that the Town conservatively study the most intense, 11.5-month schedule for purposes of evaluating construction emissions. The applicant likewise
requests that the Town study any impacts that would be greater if a longer schedule were implemented using the longest, 22-month scenario. The applicant has responded to information requests regarding the construction schedule by providing details for the 22-month scenario. Similar details will be provided for the 11.5-month scenario shortly.

E. Landscaping For Retail Expansion And Gravel Parking Lot

All new landscaping will comply with Policy RCS-7.5 of the General Plan and will be drought tolerant. A significant number of new trees will be planted and the trees planted at the store will be mature at the time of installation. High efficiency irrigation systems will be installed. Species used for new landscaping and stormwater detention basins in sensitive areas will be composed of appropriate native species consistent with guidelines established by the Marin Municipal Water District (MMWD). The project will not plant in sensitive areas any species identified as invasive by the California Invasive Plant Council (Cal-IPC). Landscaped areas will be maintained to contain and prevent the spread of highly invasive and noxious weeds. Storm drainage and water quality treatment facilities will be incorporated into the project. No change in drainage patterns is anticipated, as the sites of the two components have very gentle slopes and the direction of surface runoff will be maintained.

Design strategies for the landscaping include the following:

- Native and adapted plants for efficient use of irrigation and preservation of native habitat.
- Use of decomposed granite or shredded bark mulch to conserve soil moisture, reduce soil temperature variation and create a permeable surface area.
- Use of efficient irrigation equipment to apply exact water requirements for plant species.
- Arrangement of plants into appropriate hydrozones for maximum efficiency of water use.
- Use of plants that require minimal annual maintenance.

F. Environmental Review

The environmental analysis of the project can rely upon the EIR certified for the Town’s General Plan update in 2009 (“General Plan EIR”). That General Plan EIR studied the construction and operational impacts of expansions at both The Village at Corte Madera and Town Center Corte Madera shopping centers, from an FAR of 0.34 to an FAR of .60. When the Town adopted its new General Plan, it approved an FAR of 0.47 for The
Village and retained the FAR of 0.34 for Town Center. Thus, the General Plan EIR studied more development than is allowed by the General Plan and more than is being proposed.

Because the construction and operational impacts of the retail expansion were already studied in the EIR the Town certified for the 2009 General Plan, the current environmental review should focus on the parking lot.

G. Approvals Sought

The approvals sought for the Project are as follows. Applications for the approvals are submitted concurrently with this project description include:

Applications Submitted to Town:

General Plan Amendment (GPA) to change the land use designation of the parking lot only from Wetlands and Marshlands to Mixed Use Regional Serving Commercial.

Rezoning of the parking lot from Parks, Open Space and Natural Habitat to C-2 Regional Shopping District (with BRNH Overlay District remaining in place).

Zoning Code Amendment to allow parking spaces at the gravel parking lot to be used to meet the shopping center’s parking requirements, consistent with the terms of the proposed Development Agreement.

Preliminary Plan Amendment to encompass the retail expansion and the parking lot.

Precise Plan to encompass the retail expansion and the parking lot.

Design Review for the retail expansion and the parking lot.

Conditional Use Permit for the addition of a café to the retail expansion.

Applications to be submitted later include:

Sign Permits for the retail expansion and the parking lot.

Lot Line Adjustment to adjust the boundary between the CMV and Nordstrom lots.

Other public agencies which must approve or grant a permit for the Project:

Marin Municipal Water District (service to store and for irrigation to parking lot)
Sanitary District No. 2 (service to store)

The applicant will also seek Town approval of a development agreement pursuant to which the Town will record a nonexclusive public parking easement for the benefit of CMV against the lot that now has a gravel parking lot, and CMV would pave and landscape the lot and assume all maintenance responsibilities. Parking spaces at the gravel parking lot would be counted toward meeting the shopping center's parking requirements.
EXHIBIT A
PROJECT DETAILS
Exhibit A – Project Details

Note: The project consists of two components: the shopping center component and the parking lot component. Only the parking lot component is subject to the applications for a GPA and Rezone. All square footages and acreages are approximate.

1. Ownership And Contacts:

Owner of relevant portion of shopping center component:
Corte Madera Village, LLC
401 Wilshire Blvd., Suite 700
Santa Monica, CA 90401-1452
Telephone: 310-899-6000

The Town of Corte Madera, which has consented to submittal and processing of applications, owns the parking lot parcel.

Applicant other than owner:
* Giancarlo Filartiga
Macerich
401 Wilshire Blvd., Suite 700
Santa Monica, CA 90401-1452
Telephone: 310-899-6000
email: Giancarlo.Filartiga@macerich.com
(*this is the person to whom correspondence should be sent)

Engineer:
Felicia Dean, P.E. LEED AP
Kimley-Horn
1300 Clay Street, Suite 325
Oakland, CA 94612
Telephone: 510-625-0712
email: felicia.dean@kimley-horn.com

Applicant for design review:
Steve Sebastian
Restoration Hardware
15 Koch Road, Suite K
Corte Madera, CA 94925
Telephone: (415) 924-1005
email: ss@rh.com

2. Address:

Of shopping center component: 1618 Redwood Highway, Corte Madera CA 94925
Of gravel parking lot component: The parking lot is located across Redwood Highway from the shopping center and has APN 024-032-16. Google Maps shows an address of 1961 Redwood Highway.

3. APNs:

Shopping center component: 024-032-22, 29, & 30 (with development proposed on 024-032-30 and a portion of 024-032-29).

Gravel parking lot component: 024-032-16.

4. Site area in square feet or acres:

Shopping center component: 1,387,255 SF (of which, up to 111,000 SF is proposed to be disturbed by Project).

Gravel parking lot component: 223,855 SF, or 5.14 acres, of which 3.81 acres is proposed to be disturbed by the Project.

5. General Plan designation:

Shopping center component: The existing designation, which would not change, is Mixed-Use Regional Shopping Center.

Gravel parking lot component: The existing designation is Wetlands and Marshlands. The Project proposes a GPA that would change the designation to Mixed-Use Regional Shopping Center.

6. Zoning:

Shopping center component: Existing zoning, which would not change, is C-2 Regional Shopping District, and BRNH Baylands Risk Zone and Natural Habitat Overlay District.

Parking lot component: Existing zoning is POS Parks, Open Space and Natural Habitat, and BRNH Baylands Risk Zone and Natural Habitat Overlay District. The Project proposes a rezoning to change the underlying zoning district to C-2 Regional Shopping District. No change is proposed to the overlay district.

7. Individual and total building areas:

The shopping center was 474,985 GSF (2,000 GSF office and 472,985 GSF retail as of August 2015, which includes the 17,431 GSF expansion of Nordstrom approved in 2012).

Adding the new store would increase the square footage by approximately 46,000 gross square feet, to approximately 520,985 gross square feet. As the Project may be refined...
during processing in a manner that might minimally affect the square footage, the exact amount of gross square feet cannot be known until the time of Project approval.

There are no buildings existing or proposed on the parking lot site.

8. Proposed use of site:

The shopping center component proposes to expand the retail square footage at the shopping center by approximately 46,000 SF, to construct a Restoration Hardware Design Gallery, consistent with the existing uses. The Project will also involve remodeling an existing plaza across the ring road from the new Restoration Hardware building and making improvements to the existing parking lot at the shopping center.

The parking lot component proposes that the applicant pave and maintain the existing gravel parking lot across Redwood Highway from the shopping center, which will continue to be used for parking. The Project proposes to improve the gravel lot with paving, striping, storm water treatment, landscaping, and lighting.

9. Percentage of total site to be covered by:

a. On grade building:
   For shopping center component: 26% existing; 28% post-Project
   For parking lot component: none.

b. Parking:
   For shopping center component: 45% existing; 43% post-Project (of the entire shopping center).
   For the parking lot component: 3.3% existing\(^5\); 68% proposed (of the parking lot parcel).

c. Roads and driveways:
   No public roads are on the Project site. No new driveways are proposed.

d. Landscaping:
   For the shopping center component, the lot area covered by landscaping is to be decreased by 2,650 SF, excluding rooftop landscaping.
   For the parking lot component, the area covered by landscaping is to be increased by 0.46 acres.

10. Building height and number of stories:

The new store at the shopping center is proposed to be two stories, plus a scenery loft, rooftop courtyard, elevator housing and appurtenances. The top of the parapet will

\(^5\) The existing paved areas in the gravel lot parcel consist of a small apron of paved surface near the parking lot entrance, which accommodates the driveway, a path, curb improvements and ADA parking spaces. The remainder of the existing parking area has a gravel surface.
extend up to 36 feet (currently proposed at 33’ 6” feet). The top of elevator will extend up to 46 feet (currently proposed at 45’-0”). The parking lot component of the Project does not include any buildings.

11. Number of off-street parking spaces:

Current plans show there are 195 existing spaces in the shopping center that will be displaced by retail expansion. 184 spaces are required for 46,000 GSF of retail. Between 420-455 spaces are proposed for the gravel lot area. These are all open parking spaces. To ensure a conservative environmental analysis, we request that the Town study the impacts of 455 spaces.

Pursuant to Municipal Code section 18.20.040 - Required number of off-street bicycle parking spaces, the required bicycle parking spaces/pads are to be located within the landscape islands adjacent to the RH Gallery. See Sheet L1.

12. Present use of site:

The shopping center component is presently used as a shopping center. The parking lot component is presently used as a parking lot.

13. Surrounding land uses:

North: Redwood Highway

South: Tamalpais Drive and commercial retail

East: Redwood Highway and bay

West: Highway 101, regional shopping center (Town Center)

14. Project scheduling and phasing:

Please see Section D of the project description.

15. If residential, total number of living units, etc.

Not applicable. The project does not propose any residential uses.

16. For commercial uses: RH Gallery and cafe:

a. net rentable floor area: An expansion of up to 46,000 SF of Gross Floor Area, as defined in the Municipal Code, is proposed

b. number of occupants: will vary
c. estimated employment per shift: 20 employees per day during normal periods, with up to 5 additional employees per shift during holiday periods. For the Food and Beverage operation, RH will have two (2) separate shifts with up to Thirty-Five (35) Associates for each shift.

17. Utilities:

a. water service: Existing service is provided onsite to shopping center; existing irrigation service is provided to the parking lot parcel. MMWD is provider.

b. fire protection: Existing service is provided onsite to the shopping center and to the parking lot. The Town is the provider.

c. storm drainage: Existing service is provided onsite to the shopping center and parking lot. The Town is the provider.

d. sewage disposal: Existing service is provided onsite to the shopping center; none is needed for the parking lot. Sanitation District No. 2 is the provider.

e. other utilities New gas service is to be provided to the new store in the shopping center; no gas service is needed for the parking lot component. Electrical services will be extended to the building location, and to the parking lot for lighting purposes. A new electrical service transformer will be installed as part of the shopping center component of the Project. PG&E is the provider.

18. Applications and Approvals Sought:

Applications Submitted to Town:

General Plan Amendment to change the land use designation of the gravel parking lot only from Wetlands and Marshlands to Mixed Use Region Serving Commercial.

Rezoning of the gravel parking lot only from Parks, Open Space and Natural Habitat to C-2 Regional Shopping District (with BRNH Overlay District remaining in place).

Zoning Code Amendment to allow parking spaces at the gravel parking lot to be used to meet the shopping center’s parking requirements, consistent with the terms of the proposed Development Agreement.

Preliminary Plan Amendment to encompass the retail expansion and the parking lot.

Precise Plan to encompass the retail expansion and the parking lot.
Design Review for the retail expansion and the parking lot.

Conditional Use Permit for the addition of a café to the retail expansion.

Applications to be submitted later to Town include:

Sign Permits for the retail expansion and the parking lot.

Lot Line Adjustment to adjust the boundary between the CVM and Nordstrom lots.

Other public agencies which must approve or grant a permit for the Project:

Marin Municipal Water District (service to store and for irrigation to parking lot)

Sanitary District No. 2 (service to store)

The applicant will also seek Town approval of a development agreement pursuant to which the Town will record a nonexclusive public parking easement for the benefit of CMV against the lot that now has a gravel parking lot, and CMV would pave and landscape the lot and assume all maintenance responsibilities. Parking spaces at the gravel parking lot would be counted toward meeting the shopping center’s parking requirements.
Exhibit B
Answers To Questions On Application Forms
1. General Plan Amendment Application

APPLICATION ITEM 1. General Plan Amendment description.

The location of the proposed GPA is the gravel lot only (not the shopping center component), located at 1961 Redwood Highway Corte Madera, CA 94925. The current GP category is Wetlands and Marshlands. The proposed GP category is Mixed Use Region-Serving Commercial.

APPLICATION ITEM 2. Explain why the proposed amendment is in the public interest and consistent with the General Plan.

The Project will implement the public interest reflected in the Town’s General Plan. The Project proposes a General Plan Amendment to change the land use designation of the parking lot parcel to the same designation that currently applies to The Village at Corte Madera shopping center: Mixed Use Region-Serving Commercial. This GPA is sought to allow the applicant to ground lease, pave and maintain the gravel parking lot across Redwood Highway from The Village, which is currently owned and operated by the Town. This GPA will bring clarity and order to the General Plan, by ensuring that the General Plan will reflect the non-conforming use that the Town has made of this property for decades. The GPA will help ensure that the shopping public can continue to park at the lot, and that the lot continues to be made available to community groups for certain events.

The GPA is necessary to facilitate the Project, which will enable the gravel lot to be paved, landscaped, and lighted. These improvements will help ensure more convenient and safe use of the lot for parking. In addition, the Project will provide superior protections for biological resources. The stormwater management plan will meet current water quality regulations, which represent substantial protections over the regulations in place when the gravel lot was created. All development will be conditioned upon maintaining or increasing the existing buffers between the parking area and biologically sensitive areas. The environmental review the Town conducts will ensure that all feasible mitigation measures necessary to ensure no significant impacts to resources are implemented.

The General Plan explains that the Mixed Use Region-Serving Commercial land use designation is intended for The Village, and that it includes retail uses capable of attracting patrons from a wide geographic area. By enabling the Project, this GPA will encourage infill development of a new RH Gallery, which fits this description, and which will afford Corte Madera residents and visitors expanded shopping opportunities presented by a luxury retailer. Including this store in The Village will help maintain the shopping center’s reputation as a high-quality, desirable shopping location, and help
ensure that The Village remains current and revitalized. The Project will accordingly
discourage patrons from travelling out of the Town to experience those retail
opportunities, and thus help prevent leakage of sale tax revenues. The store will be
located within an existing shopping center, and take advantage of an existing parking
lot, allowing for linked trips that would otherwise travel to new locations. It will
implement the General Plan’s vision for The Village, which allows commercial
development of up to 0.47 FAR. The current Project proposes only approximately
46,000 square feet of development, and will result in development that is well within the
0.47 FAR limit of the General Plan.

The GPA will promote and implement General Plan Goal LU-3, to encourage infill
development that achieve a more livable, sustainable community. The GPA meets the
infill objectives stated in General Plan Implementation Program LU-3.2.a to produce
jobs for Town residents, provide convenient access to shopping destinations, increase
commercial intensity, reduce creation of traffic congestion, use existing infrastructure,
embody environmentally sensitive design and construction principles, and provide for
more efficient use of Corte Madera’s limited land supply. By facilitating the Project, the
GPA will also implement Policies LU3.5 and LU-4.5, to require that infill development
include high quality design and site planning techniques, and ensure that the
appearance of non-residential development contributes positively to the community’s
image. It will promote Goal LU-4 to achieve strong and vibrant commercial centers that
serve local and regional needs, and its implementing Policy LU-4.3, to apply flexible
development standards to The Village in order to promote the community’s economic
development, and protect and enhance the Town’s tax base.

By enabling the Project, the GPA will promote sustainability goals and policies of the
Resource Conservation and Sustainability element, as referenced in the project
description provided by the applicant. The GPA will also protect natural resources,
consistent with the goals and policies of the Resource Conservation and Sustainability
element, as noted above.

Because the Project is proposed on a site already served by adequate infrastructure, it
will also implement Policy LU-2.14, which encourages commercial uses when
consistent with Town objectives for development, including provision of necessary
public services and infrastructure. Prior to approval, the applicant will demonstrate
sufficient available capacity for utility services and infrastructure. The studies
undertaken for Alternative 4 in the General Plan EIR the Town certified in 2009 already
demonstrates that, with implementation of the General Plan mitigation measures, the
roadway infrastructure will be adequate to service much more development than is
proposed by the Project.

These conclusions are consistent with the findings the Town Council made in adopting
Resolution 3685, amending the Preliminary Plan for The Village to allow an expansion
of Nordstrom and Macy’s in 2012. Resolution 3685 found expansion at The Village
consistent with the Mixed Use Region Service Commercial Designation based upon the following facts, which exist equally with respect to the current Project:

The Village Shopping Center property is in the Baylands Risk zone and Natural Habitat District which requires that development in that zoning district shall be regulated by Preliminary and Precise Plans approved subject to the standards and procedures of the Planned Development Overlay District ordinance. The Preliminary Plan would be applied to The Village Shopping Center property as provided in the land use designation and as required by the Planned Development Overlay District ordinance and the Baylands Risk Zone and Natural Habitat Overlay District. Preliminary Plan 11-001 allows minimum lot sizes of 10,000 square feet and non-residential Floor Area Ratios up to 0.47.

The land uses permitted by Preliminary Plan 11-001 are consistent with the underlying C-2 Regional Shopping District and are well within the applicable FAR of 0.47.

2. Zoning Application

APPLICATION ITEM 3. Rezoning description.

The location of the proposed rezoning is the gravel parking lot only (not the shopping center component). Please see Exhibit A for APN and address. The Project proposes to change the underlying zoning district for that area from the Parks, Open Space and Natural Habitat zoning district to C-2, Regional Shopping District. No changes are proposed to the overlay district. No text amendments are requested.

APPLICATION ITEM 4. The Town's Zoning Ordinance requires that the Planning Commission make two findings when approving a rezoning. Please answer the following questions to show how the findings can be made.

Zoning Finding a.
How is the proposed amendment consistent with the adopted general and specific plans of the Town of Corte Madera?

Project Conformance To Zoning Finding a:
Please see Application Item 2 above regarding General Plan consistency. There is no applicable Specific Plan.
Zoning Finding b.
How is the proposed amendment consistent with the objectives of the Zoning Ordinance? (See Section 18.02.030)

Project Conformance To Zoning Finding b:
The rezoning will merely recognize the non-conforming use that has been made of the gravel parking lot for decades, and will comply with all requirements of the proposed and applicable zoning districts, as explained in the following paragraphs.

Conformity To C-2 Zoning District. The Project proposes to rezone the parking lot parcel to the same zoning district that applies to The Village at Corte Madera: C-2. The purpose of the C-2 zoning district is:

to create and enhance areas where a wide range of retail goods and services are permitted, serving customers from a wide geographic area. Local-serving commercial uses, region-serving commercial uses and some office and personal services are permitted. The C-2 district regulations will be applied to areas with good freeway access to create regional shopping complexes where the retail uses and services are mutually benefitted and enhanced by their close proximity.

Muni. Code § 18.12.200. The rezoning will ensure that the parking use to be used for The Village has the same zoning as The Village shopping center, which the Town has already determined is appropriate for the C-2 zoning district.

Upon amendment of the General Plan as proposed above, this zoning will be consistent with the General Plan, and therefore will fulfill the purpose of the zoning ordinance to be "the primary tool for implementing the policies of the town of Corte Madera general plan." (Muni. Code § 18.02.020) While the C-2 District establishes an FAR of .34 (Muni. Code § 18.12.230), for The Village, the General Plan establishes an FAR of 0.47 (General Plan, p. 2-19), which overrides the zoning limitation. The rezoning will be consistent with the General Plan for the reasons set forth in Application Item 2 above.

Conformity To BRNH Baylands Risk Zone Overlay District Development Standards. The Project does not propose any changes relating to the BRNH Baylands Risk Zone and Natural Habitat Overlay District that applies to both components of the Project site.

The development standards of that District, and the Project's implementation of those standards, are as follows:

BRNH Development Standard (1):

A comprehensive geologic and soil investigation and report, prepared by a qualified engineering geologist, shall be

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required for any proposed development on a site underlain by bay mud or on a site which in its present form was created by man-made fill, as shown on the above-referenced maps. The report shall include a classification of the site or portions of the site by degree of risk related to possible damage to structures and improvements, including underground utilities, damage resulting from subsidence, differential settlement, seismic event, or other failure, taking into account all pertinent factors, including but not limited to the following:

(A) Depth of bedrock;

(B) Thickness of bay mud underlying the site;

(C) Characteristics and thickness of layers and/or lenses of sand or shell deposits that may be present in the bay mud;

(D) Thickness, age and type of fill that created the site or portion of the site, including an estimate of the amount of final settlement yet to occur;

(E) An estimate of the probable effects of a major earthquake, including liquefaction, subsidence or differential settlement and fill failure caused by accelerated compaction, lateral flow of the mud beneath the fill, or other possible effects;

(F) Areas likely to be inundated by a tsunami.

Based on the risk zone or zones so identified, the report shall contain specific recommendations with respect to portions of the site within which the risk is too great to permit any type of development involving a habitable structure, if any; types of uses and structures that would be appropriate considering the degree of risk; fill techniques that should be employed to minimize the possibility of failure; special engineering standards and requirements for utility installations, including emergency shutoff or bypass valve systems; special foundations and structural standards that should be employed for structures and other improvements; and any other safety standards that should be incorporated into the design of the proposed development.

Where authorized by the town engineer, the report may be prepared in two parts: the first containing a description and
identification of problems associated with the site, including an analysis of the severity of the problems, to be submitted with the preliminary plan; and the second containing all of the required details and recommendations, to be submitted with the precise plan.

Project Compliance with BRNH Development Standard (1):

A preliminary geologic and soils report has been presented to the Town for the shopping center component. The Town and Applicant are in the process of determining the most appropriate method for investigating the parking lot site. A geological and soils report will be presented when completed.

BRNH Development Standard (2):

For a proposed development on a site designated as "unique marshland habitat" by the general plan, a study and report by a qualified environmental biologist or other specialist in the field shall be required. The report shall classify and document the site in terms of its unique, intrinsic value as wildlife habitat, and where there are differences in the value or sensitivity of portions of the site, shall rate them in order of lowest to highest wildlife resource value. Based on these classifications and ratings, the report shall contain specific recommendations on portions of the site that should not be disturbed in any manner, portions of the site that can sustain limited modification without major loss of resource value, and portions of the site best suited to development.

Within the areas found to be suitable for development, the report shall contain recommendations on the design and spacing of structures and improvements including buildings, roads, parking areas, fences or walls, utilities and landscaping that would provide the greatest amount of protection for the habitat, would be least disruptive to natural processes essential to its preservation, would result in minimum alteration of the natural setting, and would provide visual and/or public access to shoreline areas.

Project Compliance with BRNH Development Standard (2):

The 2009 General Plan contains no "unique marshland habitat" designation. Though the parking lot site is currently designated "Wetlands and Marshlands", neither it, nor the site of the store, are included in any of the "marsh areas" described in the General Plan on page 6-8, or depicted in Figure 6.1 on page 6-5, of the General Plan. Accordingly,

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the Project is not subject to Development Standard (2). However, a biological report
that meets the requirements of Development Standard (2) for the shopping center
component has been presented to the Town.

BRNH Development Standard (3):

For a proposed development on a site designated as being
within the area of "special flood hazard" by the flood
insurance rate map of the U. S. Department of Housing and
Urban Development, a study and report by a registered civil
engineer shall be required. The report shall include a
classification of the site, or portions of the site, by degree of
risk related to possible damage to structures and
improvements resulting from flooding and shall contain
specific recommendations for preventing flood damage to
structures and improvements.

Where authorized by the town engineer, the report may be
prepared in two parts, the first containing a description of the
problems associated with the site and a general description
of the solutions, to be submitted with the preliminary plan,
and the second containing all of the required details and
recommendations, to be submitted with the precise plan.

Project Compliance with BRNH Development Standard (3):

Kimley-Horn, civil engineers, has been retained to provide this analysis for the shopping
center component, and work is underway. The Project will comply with Municipal Code
requirements relating to flooding, as applicable at the time of Project approval and/or
permit issuance.

The finish floor will be constructed above the base flood elevation. Flood-proofing
elements will be incorporated into the portion of the building that extends one (1) foot
above the base flood elevation. Additionally, the National Flood Insurance Program
(NFIP) also allows non-residential buildings that fall within FEMA Flood Insurance Rate
Map to have a lowest floor below the base flood elevation, provided that the building
has been designed, constructed and certified to be flood-proofed per established NFIP
criteria, which are similar to the criteria established by the Town's ordinance.

Per NFIP, the flood-proofing enhancements to be incorporated into the building design
would minimally include the following:

1. Floodwaters must not enter the building envelope. The structure must be
   watertight to the flood-proof design elevation.
2. Walls and openings must be “substantially impermeable to the passage of water”. FEMA has adopted the U.S. Army Corps of Engineers definition of “substantially impermeable” set forth in the Corps’ “Flood Proofing Regulations”. This document states that such a wall “shall not permit the accumulation of more than four inches of water depth during a 24 hour period if there were no devices provided for its removal. HOWEVER, sump pumps shall be required to control this seepage.” Per NIFP standards, flood-proofing systems that rely on power, shall be provided with a backup power source in the event that primary power is lost.

3. Flood resistant materials must be used in all areas where water seepage is likely to occur. Said materials are detailed in FEMA Tech Bulletin #2 (TB#2). In summary, this bulletin establishes 5 classes of building materials, by which two classes are acceptable for use below the base flood elevation. Table 2 of the TB#2 documents the acceptable and unacceptable materials.

4. The building’s utilities and sanitary facilities, including HVAC, electrical, water and sanitary services must be located above the base flood elevation, enclosed within the “watertight” walls or made watertight and capable of resisting damage during flood conditions. This includes sealing service penetrations, adequate anchorage to resist hydrodynamic loads and buoyancy forces and the inclusion of backflow / check valves.

5. All of the building’s structural components must be capable of resisting flood-related forces including hydrostatic flood forces, buoyancy forces, hydrodynamic forces and debris impact forces.

The parking lot component is not relevant to this standard, since no structures exist or are proposed on that site.

Required Finding For BRNH Baylands Risk Zone Overlay District. The overlay district also requires that two findings be made for development. (Muni. Code § 18.18.220)
The facts supporting those required findings are as follows:

BRNH Finding (1):

The project protects and preserves saltwater and freshwater wetlands and related habitats, and protects and preserves the water quality of wetlands;

Project Compliance with BRNH Finding (1):

The report prepared by WRA (submitted by the applicant) and the Town’s environmental review of the Project does and will ensure compliance with this standard. There are wetlands to the north, east and southeast of the Project site, but the Project would not involve any removal, filling, hydrological interruption, or any other activity in
wetlands. Surface runoff from the project site drains to Shorebird Marsh to the north and the canal to the east. These areas contain sensitive biological resources. The National Pollutant Discharge Elimination System (NPDES) construction stormwater permitting program and the State Construction General Permit (CGP) assures development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) and the use of appropriate best management practices (BMPs) for erosion control and spill prevention during construction, and permanent post-construction stormwater management measures. These requirements ensure an adequate level of protection and preservation. In addition, the Project proposes no substantial increase in offsite runoff or change in drainage patterns, and any stormwater leaving the site will be regulated by current laws and regulations that ensure a higher degree of water quality than exists before this Project is developed. The site is currently gently sloping and largely impervious. The Project proposes to maintain the direction of surface runoff to existing facilities that discharge to the surrounding waterbodies. New landscaping and stormwater treatment areas will be added. Therefore, the Project will replace existing circumstances, where water drains directly into the marsh, with an improved condition where runoff will be treated in bioswales and detention basins prior to being discharged into the marsh. The Project would use the existing stormwater outfall, and does not propose any new outfalls in the wetlands to the north.

BRNH Finding (2):

The project provides an acceptable level of risk related to possible damage to structures and improvements, including underground utilities, resulting from subsidence, differential settlement, seismic event or other failure and flood hazard

Project Compliance with BRNH Finding (2):

A geotechnical study was prepared for the shopping center that investigated the potential for problems. It notes that strong seismic ground shaking could occur, especially due to the presence of Bay mud at the Project site. The report concludes that, although the liquefaction potential at the site is low, liquefaction could occur during an earthquake, which could result in some ground surface disruption, such as sand boils and ground fissures. Therefore, the geologists recommended that new underground utilities be constructed using flexible joints, and the Project will comply. If ground surface disruptions were to occur during an earthquake, the applicant would also repair pavements and flatwork as necessary.

The project is located within a FEMA-designated Special Flood Hazard Area. The Town of Corte Madera Municipal Code requires new structures and "substantial improvements" built within a FEMA-designated Special Flood Hazard Area to meet requirements set forth in Municipal Code Title 16, Protection of Flood Hazard Areas. These requirements will be met, as applicable at the time of Project approval and/or permit issuances. Please see Project Compliance with BRNH Development Standard

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(3), above (pp. 29-30), regarding details related to flood-proofing. These actions would reduce the risk of flood hazard to an acceptable level.

3. Preliminary Plan Application

APPLICATION ITEM 5. Preliminary Plan description.

The application seeks to amend the Preliminary Plan for The Village. The Preliminary Plan was last updated in Resolution 3685, which was adopted in 2012 in relation to the Nordstrom and Macy’s expansion. The current application seeks to amend the Preliminary Plan to encompass the new store, with associated improvements to the existing parking lot and east entry plaza, and the site of the gravel lot.

APPLICATION ITEM 6. Before granting approval for a preliminary plan, the Planning Commission and/or Town Council must make a series of findings. Please answer the following questions to show how the findings can be made.

Preliminary Plan Finding A.
Explain how the proposed development, or a major phase thereof, can be substantially completed within four years:

Project Conformance to Preliminary Plan Finding A:
The proposed development consists of a single building, and the re-surfacing and striping of a single gravel lot. These are not especially large or complicated construction projects, and are expected to be completed within 22 months.

Preliminary Plan Finding B.
Explain how each individual phase of development, as well as the total development, can exist as an independent unit capable of creating an environment of sustained desirability and stability, and how the proposed uses will be harmonious with present uses in the vicinity:

Project Conformance to Preliminary Plan Finding B:
The Project is proposed in two phases, with the improvements to the gravel lot preceding or occurring simultaneously with the development of the retail expansion. Once constructed, the new store will function as part of the existing shopping center. It is not expected to operate wholly independent of the rest of the shopping center. Please also see Application Items 2 and 4 above.

Preliminary Plan Finding C.
Explain why the proposed density of development will not exceed the capacity of the land to sustain it, and why traffic
generated by the development will not exceed the capacity of the local street system, including its intersections:

Project Conformance to Preliminary Plan Finding C:
The new retail building is within the allowable development area, approved as a part of the 2009 General Plan. Please see Application Item 2 above regarding the suitability of the Project for the site. The Project proposes approximately 46,000 square feet, while the EIR prepared for the General Plan studied an expansion of 185,000 square feet of additional retail uses (of which only 17,431 SF had been constructed prior to submittal of the original applications in August of 2015) and 300 residential units. That EIR determined that such expansion is suitable for the site and that traffic is acceptable.

Preliminary Plan Finding D.
Explain how the project will continue the development pattern of adjacent residential neighborhoods without abrupt changes, and why it will not significantly affect traffic patterns, views and land use in those neighborhoods:

Project Conformance to Preliminary Plan Finding D:
The Project does not include any residential development and is not immediately adjacent to any residential development. Please see discussion of Preliminary Plan Finding C above regarding traffic. The EIR that the Town prepared for its General Plan studied aesthetic impacts of an expansion of 185,000 square feet at The Village (of which only 17,431 SF has been constructed). The current Project proposes only approximately 46,000 square feet, well within the development already determined acceptable. Please see Sheets A18 and A19, which illustrate view of the Project site as seen from the surrounding hillsides.

Preliminary Plan Finding E.
Explain why existing or proposed utility services are adequate to serve the proposed development, and how adequate fire protection can be provided:

Project Conformance to Preliminary Plan Finding E:
A new electrical service transformer will be installed as part of the shopping center component of the Project. There are no other major proposed changes to existing utility services onsite. Existing fire service is adequate. Proof will be presented from utility providers of capacity and willingness to serve the site prior to approval.

Preliminary Plan Finding F.
Explain how the proposed development conforms with the purposes of the overlay district in which the site is located, and conforms to the General Plan and Zoning Ordinance.
Project Conformance to Preliminary Plan Finding F:
Please see Application Items 2 and 4 above.

4. Precise Plan Application

APPLICATION ITEM 7. Precise Plan description.

The Project proposes a Precise Plan to encompass the new store, with associated improvements to the existing parking lot and east entry plaza, and the conversion of the gravel parking lot into a paved lot.

APPLICATION ITEM 8. The precise development plan is consistent with the preliminary development plan approved for the site.

The Project proposes an amendment to the Preliminary Plan applicable to The Village to encompass the new store, with associated improvements to the existing parking lot and east entry plaza, and the conversion of the gravel parking lot. The proposed Precise Plan is consistent with the Preliminary Plan amendment sought by the Project.

APPLICATION ITEM 9. Requested modifications (if any) to standard conditions [listed on pages 10-12 of application form].

No required modifications have been identified.

APPLICATION ITEM 10. The Town’s Zoning Ordinance requires that the Planning Commission make findings when approving precise plan applications. Please explain how your project conforms with the following standards:

Precise Plan Finding A.
The project conforms with the general plan, any applicable specific plan, and all provisions of the Zoning Ordinance.

Project Conformance To Precise Plan Finding A:
Please see Application Items 2 and 4 above.

Precise Plan Finding B.
The project will not unnecessarily remove trees and natural vegetation, will preserve natural landforms and ridgelines, does not include excessive or unsightly grading of hillsides, and otherwise will not adversely affect the natural beauty of the Town.

Project Conformance To Precise Plan Finding B:
Existing vegetation and non-native trees will be removed to the extent required by
construction operations. The landscape plan replaces removed vegetation and trees with plantings which are appropriate to climate and in harmony with the building design and Village Shopping Center. Sheets RH-L1 through RH-L7 depict landscape changes associated with construction of the Restoration Hardware Gallery building. Construction will require 35 trees to be removed from the shopping center parking lot where the new Restoration Hardware Gallery building will be located, which will be replaced with 16 trees around the new building. The improvements to the existing parking lot will require removal of 29 trees, which will be replaced with 21 trees in the parking lot. Six trees will be removed and replaced to the extent required for remodeling the East Entry Plaza (the exact number of replacement trees will be included in the final design plans to be submitted at a later time). There is no hillside grading.

Precise Plan Finding C.
The project will not adversely affect the views, sunlight, or privacy of any nearby residences, provides adequate buffering between residential and non-residential uses, and otherwise is in the best interest of the public health, safety, and general welfare.

Project Conformance To Precise Plan Finding C:
The project is consistent with commercial development in a commercial zone and as such, does not adversely impact nearby residences. The project is well-designed and compliance with all Town standards will be assured in the Town’s design review. Please see Sheets A2 – A4, A18 and A19. Please see Application Item 2 above regarding the interests of public welfare.

Further, preliminary view corridor studies indicate that views of Mt. Tamalpais will not be impacted from locations east of the RH Gallery except when in close proximity to the east side of the RH Gallery. Any locations impacted on the east of the building, would have also been impacted by the current tower.

Preliminary view corridor studies indicate that views of the Richmond Bridge and other east views from the west of the RH Gallery are not adversely impacted as Preliminary view corridor studies reveal that the existing berm impacts the view of the east.

Both views will be enhanced by the fact that the attractive green roof of the new RH Gallery will be visible.

Precise Plan Finding D.
The structure, site plan, and landscaping are in scale and harmonious with existing and future development adjacent to the project and in the vicinity and with the landforms and vegetation in the vicinity of the site.
Project Conformance To Precise Plan Finding D:
See Conformance to Precise Plan Finding C above. The project includes construction of a new store inside an existing regional shopping center, and continued parking lot use of an existing parking lot. The store architecture will be of high quality and in keeping with the look and feel of the surrounding regional center. Please see Sheets A2 - A17. No new uses will be introduced, and compatibility with surrounding development, vegetation and habitat will not be affected. The Project's landscaping designs incorporate water-saving designs and plants. Please see Sheets RH-L1 – RH-L6, which illustrate, for the new store, the landscaping enhancements at grade, the second floor terraces and the roof-top plaza.

Precise Plan Finding E.
The structures, site plan, and landscaping create an internal sense of order, provide a visually pleasing setting for occupants, visitors and the general community, are appropriate to the function of the site, and provide safe and convenient access to the property for pedestrians, cyclists, and vehicles.

Project Conformance To Precise Plan Finding E:
Please see “The Gallery at The Village at Corte Madera” submitted by Restoration Hardware. This document describes the high quality setting and the outstanding aesthetic experience visitors to the store will have. Please also see Sheets A2 – A17, which reveal the visually pleasing setting that is ideally suited to its location in the midst of a high-quality shopping center. Sheets C1 and C3 show continuous sidewalks from the new store within the shopping center parking lot. The Project includes pedestrian crosswalks and curb ramps (creating an accessible path of travel) between the accessible parking stalls and the sidewalk at the new store perimeter, and ultimately the new store entry. Another pedestrian crosswalk with enhanced paving provides an another accessible path of travel between the shopping center courtyard and the western entry of the new store. There is an existing signalized intersection, with existing crosswalks, that will allow safe pedestrian passage across Redwood Highway from the new store to the parking lot component of the Project. The building will be comprised of high quality materials including 6 coat Venetian Plaster, blackened steel awnings and glass and steel bi-folding doors. Mature plantings will be incorporated into landscape design on each level. The improvements to the existing parking lot will result in safe travel lanes and an attractive appearance. See Exhibit G.

Precise Plan Finding F.
To the maximum extent feasible, the project includes the maintenance, rehabilitation and improvement of existing sites, structures, and landscaping, and will correct any violations of the zoning ordinance, building code, or other municipal codes that exist on the site.
Project Conformance To Precise Plan Finding F:
The retail store will implement the General Plan vision for the shopping center site, as
the General Plan encourages even more retail development than is proposed with this
Project. Please see item 1 above. Please see Sheets C1 – C8, the foregoing project
description, and Exhibits F and G, which demonstrate the improvement of the existing
center.

The parking lot component will bring an existing, non-conforming parking use into
conformity with the General Plan and zoning.

Precise Plan Finding G.
The design and location of signs are consistent with the
character and scale of the building to which they are
attached or which are located on the same site, the signs are
visually harmonious with surrounding development, and
there are no illegal signs on the site.

Project Conformance To Precise Plan Finding G:
The sign application will be submitted later, and will reflect and be compatible with the
high quality of architecture apparent in the rest of the store. Please see Sheets A6 – A9
and A20, which illustrate information regarding proposed building signs. The Town’s
review for design review and sign permit(s) will ensure that the signs meet all Town
standards.

Precise Plan Finding H.
The project conforms with the approved preliminary plan
(attach conditions applied to preliminary plan and show how
project conforms).

Project Conformance To Precise Plan Finding H:
As noted in Application Item 8 above, an amendment to the preliminary plan is being
sought as part of the Project. Upon amendment, the Project will conform to the
preliminary plan.

5. Design Review Application

APPLICATION ITEM 11. Design Review Description

The Project includes a new store, with associated improvements to the existing parking
lot and east entry plaza, and a newly-designed parking lot, all of which are submitted for
design review approval.
APPLICATION ITEM 12. The following required findings must be made in order for the Town to grant approval of a Design Review application. Please respond in writing to each as fully as possible.

Explain how the project conforms with the General Plan; any applicable specific plan; master sign program; and all provisions of the Zoning Ordinance.

Project Conformance To Design Review Finding 1:
Please see Application Items 2 and 4 above.

Explain how the project will not unnecessarily remove trees and natural vegetation; will preserve natural landforms and, whenever possible, avoid development within fifty vertical feet of ridgelines; does not include excessive or unsightly grading of hillsides; and otherwise will not adversely affect the natural beauty of the Town.

Project Conformance To Design Review Finding 2:
Please see Application Item 10, Precise Plan Finding B above.

Explain how the project will not significantly and adversely affect the views, sunlight, or privacy of any nearby residences; will provide adequate buffering between residential and nonresidential uses; and otherwise is in the best interest of the public health, safety and general welfare.

Project Conformance To Design Review Finding 3:
Please see Application Item 10, Precise Plan Finding C above.

Explain how the structure, site plan and landscaping are in scale and harmonious with existing and future development adjacent to the site and in the vicinity; with the landforms and vegetation in the vicinity of the site; and that any landscaping will be based on water conservation designs.

Project Conformance To Design Review Finding 4:
Please see Application Item 10, Precise Plan Finding D above.

Design Review Finding 5.
Explain how the development materials and techniques will result in durable high-quality structures and landscaping.

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Project Conformance To Design Review Finding 5:
Please see Design Review submittal presented by Restoration Hardware, detailing the high quality, durable design for the Project. Please also see Design Review Findings 1-4 and 6-8 (i.e. Application Item 10, Precise Plan findings A through H above).

Explain how the structures, site plan and landscaping will create a sense of order; provide a visually pleasing setting for occupants, visitors, and the general community; are appropriate to the function of the site; and provide safe, convenient access to the property for pedestrians, cyclists and vehicles.

Project Conformance To Design Review Finding 6:
Please see Application Item 10, Precise Plan Finding E above.

Explain how to the maximum extent feasible, the project includes the maintenance, rehabilitation and improvement of existing sites, structures and landscaping; and will correct any violations of the Zoning Ordinance, Municipal Code, or Building Code that exist on the site.

Project Conformance To Design Review Finding 7:
Please see Application Item 10, Precise Plan Finding F above.

Explain how the design and location of any proposed signs are consistent with the character and scale of the buildings to which they are attached or which are located on the same site; are visually harmonious with surrounding development; and that there are no existing illegal signs on the site.

Project Conformance To Design Review Finding 8:
Please see Application Item 10, Precise Plan Finding G above.

6. Environmental Assessment Application

All requested information is included in Exhibit A.
7. Conditional Use Permit Application

APPLICATION ITEM 13. The following required findings must be made in order for the Town to grant approval of a Conditional Use Permit application. Please respond in writing to each as fully as possible.

Conditional Use Permit Finding a-1 – Explain how the proposed location of the conditional use is in accord with the stated objectives of the Town’s Zoning Ordinance (Section 18.02.030) and the purpose of the zoning district in which the site is located.

Project Conformance to Conditional Use Permit Finding a-1:

A conditional use permit is being applied for so that a café (5,800 square feet including food preparation area, furniture displays, and café seating) can be located within the RH Gallery at the Village. The proposed location of the conditional use is consistent with the objectives of Section 18.02.030 of the Town’s Zoning Ordinance. The RH Gallery is within the C-2 Mixed Use Region-Serving Commercial shopping district, which is intended to create and enhance areas where a wide range of retail goods and services are permitted, serving customers from a wide geographic area. The proposed use is entirely consistent with the existing uses, such as restaurants and retail, present at the Village shopping center where the proposed conditional use will be located. Because the proposed conditional use will be located within the RH Gallery, the proposed conditional use will have no visible exterior impact or otherwise affect the character of the neighborhood or surrounding area. The proposed conditional use promotes the stability of other uses within the Village by creating a healthy balance of retail and dining options and generally enhancing the dining and shopping experience at the Village. Because the proposed conditional use will be within the RH Gallery, which is located within the Village, the proposed conditional use as a café, is appropriate. The café will have a limited menu and will operate during the same hours as the RH Gallery (though RH may allow those who entered immediately prior to closing to finish any meal).

The location of the proposed conditional use is within the RH Gallery. Thus, it should raise no concerns regarding population densities or overcrowding of land with structures. Similarly, because the proposed use will only occupy a small area inside the RH Gallery, it will have no impact on traffic circulation or safety. The proposed paving of the gravel lot across Redwood Highway will accommodate 420 to 455 spaces, which is more than sufficient to replace the 195 spaces that will be displaced by the RH Gallery, and accommodate the 184 new spaces required for the RH Gallery. The proposed conditional use does not involve the location of community facilities. As explained, the proposed conditional use as café falls squarely within the uses permitted by the General Plan in the C-2 Mixed Use Region-Serving Commercial shopping district. The proposed use will strengthen the Town’s economic base by enhancing the shopper and diner experience at the Village. Because the proposed use is located within the RH Gallery, it will have no impact on the Town’s beauty, scenic, recreation, wildlife resources or open space. The RH Gallery, within which the café will be located, is well harmonized with the Village and surrounding areas.
All utilities required for the conditional use will already be provided to the RH Gallery. The proposed conditional use will only account for a small area of the RH Gallery and will not significantly increase the demand on utilities already provided to the RH Gallery. As explained above, because the proposed conditional use is within the RH Gallery, there will be no impact on the character of the Town or surrounding areas. Nor will the proposed conditional use impact risks to the Town from fire, earthquake, or other natural occurrences.

Conditional Use Permit Finding a-2 – Explain how the proposed location of the conditional use and the proposed conditions under which the use would be operated or maintained will not be detrimental to the public health, safety or welfare.

Project Conformance to Conditional Use Permit Finding a-2

The proposed location of the conditional use is within the RH Gallery located at the Village, which is within the C-2 Mixed Use Region-Serving Commercial shopping district. The entire proposed used will be occupy approximately 5,800 square feet including food preparation area, furniture displays, and café seating. The café will have no visual impact outside the RH Gallery. The proposed use is entirely consistent with the existing uses at the Village, such as restaurants and retail. Moreover, the proposed use will enhance the retail and dining experience at the Village. It will also utilize all of the RH Gallery’s sustainability attributes including water use reduction, waste water reduction, and improved interior air quality.

Conditional Use Permit Finding a-3 – Explain how the proposed conditional use will comply with the General Plan and with each of the applicable provisions in the Town’s Zoning Ordinance.

Project Conformance to Conditional Use Permit Finding a-3

The proposed conditional use will be located at the Village, which the General Plan designates as Mixed Use Region-Serving Commercial, which includes retail uses capable of attracting patrons from a wide geographic range. The General Plan sets the policy of applying flexible development standards to the Village in order to promote the community’s economic development, protect and enhance the Town’s tax base. The proposed conditional use falls squarely within the Region-Serving Commercial designation (retail use capable of attracting patrons), as evidenced by the existing uses at the Village (and any successful shopping center), including restaurants and retail. The proposed use will enhance the retail and dining experience at the Village, which will in turn promote the community’s economic development, protect and enhance the Town’s tax base.

Conditional Use Permit Findings b-1 to b-4 and Finding c are not applicable
ATTACHMENT 10

FINAL ENVIRONMENTAL IMPACT REPORT (FEIR)

SEPARATELY BOUND
Access Environmental Documents for the Village at Corte Madera Restoration Hardware Project at:

http://townofcortemadera.org/563/Village-Expansion-Project-Restoration-Ha

*Scroll to the bottom of the above page for the link to the Final Environmental Impact Report.*