CORTE MADERA TOWN COUNCIL
STAFF REPORT

REPORT DATE: NOVEMBER 29, 2017
MEETING DATE: DECEMBER 5, 2017

TO: TOWN MANAGER, MAYOR AND COUNCIL MEMBERS
FROM: PHIL BOYLE, SENIOR PLANNER
REVIEW BY: ADAM WOLFF, DIRECTOR, PLANNING AND BUILDING DEPARTMENT

SUBJECT: CONSIDERATION AND POSSIBLE ACTION REGARDING CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT, AND APPROVAL OF A: 1) GENERAL PLAN AMENDMENT; 2) PRELIMINARY PLAN AMENDMENT; 3) PRECISE PLAN AMENDMENT; 4) DESIGN REVIEW; 5) CONDITIONAL USE PERMIT; AND INTRODUCTION OF AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF CORTE MADERA DATED AUGUST, 1994 BY CHANGING THE ZONING DESIGNATION OF THE GRAVEL LOT (APN 024-032-19) FROM PARKS, OPEN SPACE AND NATURAL HABITAT (POS) TO REGIONAL SHOPPING DISTRICT (C-2) AND INTRODUCTION OF AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT TO FACILITATE THE VILLAGE AT CORTE MADERA RESTORATION HARDWARE EXPANSION PROJECT (THE PROJECT), INCLUDING A NEW 46,000 SF RETAIL STORE (RH GALLERY) AND CAFÉ FOR RESTORATION HARDWARE AND MODIFICATIONS TO THE TOWN’S GRAVEL PARKING LOT

SITE: VILLAGE AT CORTE MADERA SHOPPING CENTER, 1618 REDWOOD HIGHWAY, AND TOWN OF CORTE MADERA GRAVEL LOT (GRAVEL LOT), APN’S 024-032-030 AND 019
PURPOSE:

The Corte Madera Town Council is conducting a public hearing as required by the Corte Madera Municipal Code (CMMC) and California Government Code to review information, receive public comment, and potentially make a decision regarding certification of the Environmental Impact Report (EIR) (Attachments 12 and 13) and the following land use applications:

- A General Plan Amendment to the Land Use Diagram of the 2009 General Plan changing the Land Use designation of the Gravel Lot from Wetlands and Marshlands to Mixed-Use Region-Serving Commercial.
- A Zoning Ordinance Amendment to the Corte Madera Zoning Map ("Rezoning") of the Gravel Lot from Parks, Open Space and Natural Habitat (POS) to Regional Shopping District (C-2).
- A Preliminary Plan Amendment for an approximately 46,000 sq. ft. retail expansion at the Village shopping center and modifications of the Gravel Lot for parking purposes, including parking associated with commercial uses at the Village.
- A Precise Plan Amendment, including Design Review, for construction of a new approximately 46,000 sq. ft. retail gallery and café for Restoration Hardware, modifications to the center's east entry plaza, and modifications to the Gravel Lot for the development of an improved parking lot with up to 455 spaces.
- Conditional Use Permit (CUP) for an approximately 5,800 sq. ft. cafe within the proposed Restoration Hardware store.
- Development Agreement that requires Corte Madera Village LLC to improve and maintain the Gravel Lot and establishing rights and obligations to use the Gravel Lot as required parking for The Village.

PLANNING COMMISSION RECOMMENDATION:

The Corte Madera Planning Commission, at its November 14, 2017 meeting, approved, by a vote of 5-0, Resolution 17-022, recommending that the Town Council certify the Environmental Impact Report and approve a: 1) general plan amendment; 2) rezoning; 3) preliminary plan amendment; 4) precise plan amendment; 5) design review; 6) conditional use permit; and 7) development agreement to facilitate the Project, including a new 46,000 sq. ft. retail store and café for restoration hardware and modifications to the town's gravel parking lot. The approved Resolution 17-022 is attached as Attachment 9 and the November 14, 2017 Planning Commission Staff Report and minutes are attached as Attachments 10 and 11. The complete November 14, 2017 Planning Commission packet is available on the Town’s website – at the Project web page: http://www.townofcortemadera.org/563/Village-Expansion-Project-Restoration-Ha

STAFF RECOMMENDATION:

Staff recommends that the Town Council, after reviewing this staff report and attachments, the
Environmental Impact Report, all oral and written public comments and other information presented at the public hearing, the Planning Commission Resolution 17-022 (Attachment 9) and the entire record either: 1) approve the attached four resolutions and introduce the two ordinances (Attachments 1-6) or 2) if additional information and deliberation is needed, continue the public hearing to a date certain.

TOWN MANAGER’S RECOMMENDATION:

Town Manager supports staff recommendations.

FISCAL IMPACT:

The adoption of the proposed Resolutions and Ordinances will have a positive fiscal impact on the Town’s General Fund, specifically the Development Agreement by requiring annual payments of $320,000 to the Town from Macerich, and removal of insurance, maintenance, and liability costs for the Town. The additional retail area also adds to the Town’s tax base which is a goal of the 2009 General Plan.

BACKGROUND:

Summary of the Major Entitlements Previously Granted to The Village at Corte Madera:

May 30, 1979 Initial Application for Preliminary Plan for The Village Shopping Center Project ("The Village Project") submitted to the Town (File #79-16).

June 1979 to January 1984 The Planning Commission and Town Council held numerous workshops and public meetings on the original Preliminary Plan and subsequent amendments as well as the Draft EIR and Final EIR.

January 17, 1984 Town Council approved Resolution 2021 which conditionally approved Preliminary Plan Application 79-16 ("The Village") and Preliminary Plan Applications File #79-16, 82-41, 83-46, and 83-51

November 1995 Town Council approved a Negative Declaration and CUP to allow public parking on the Gravel Lot

December 1995 – February 1996 Agreement between the Town and the property owners of the shopping center to: 1) Purchase the gravel lot to be used for public parking and environmental protection; 2) Approval of assessment districts and the issuance of bonds for the acquisition; improvement and maintenance of the “Habitat Site” (now referred to as the Gravel Lot); and 3) Require the owners of The Village to make the payments on the bonds issued for the lot acquisition.
May 11, 2004  Cheesecake Factory Expansion -- Planning Commission approved a Design Review, Conditional Use Permit and Lot Line Adjustment to add 8,537 square feet.

March 8, 2005  Upgrades to landscaping, paving, exterior paint, lighting and tower upgrades on The Village property.

April 21, 2009  Town Council approved the 2009 General Plan which included expansion of the Village by 185,000 sq. ft. of retail area.

January 17, 2012  The Town Council approved Preliminary Plan amendments allowing for an additional 17,431 sq. ft. for the Nordstrom renovation project and 20,000 sq. ft. for expansion at Macy’s. A Precise Plan Amendment was approved for the Nordstrom project and the approval for expansion at Macy’s has expired.

Chronological listing of events pertaining to this project application:

June 19, 2015  Corte Madera Village, LLC and Restoration Hardware (“The Applicants”) submitted an application for The Village at Corte Madera Restoration Hardware Expansion Project (“The Project”) which contained a General Plan Amendment, Rezoning, Preliminary Plan Amendment, Precise Plan Amendment and Design Review to construct a ±52,000 sq. ft. two-story RH Gallery with an open roof top courtyard and improve the Town owned Gravel Lot located on Redwood Highway northeast of the Village at Corte Madera eastern parking lot (APN-024-03-019) (Gravel Lot) to the northeast of The Village.

October 6, 2015  the Town Council, during a public business item, approved a contract with the Environmental Consulting Firm of GHD (“GHD”) to prepare Phase 1 of the Environmental Impact Report for the Project.

October 20, 2015  At the Town Council meeting, Council approved Resolution 41/2015 authorizing the Town Manager to proceed with discussions and/or real estate negotiations with Macerich (property owner) regarding potential sale, lease or other disposition of the Town's Lot located on Redwood Highway north east of the Village at Corte Madera eastern parking lot (APN-024-03-019) and approval of Resolution No. 42/2015 approval of an access agreement to allow Corte Madera Village, LLC access for inspection and testing of the Town's Lot (APN-024-03-019).

February 2, 2016  At the Town Council meeting, Council approved a contract with GHD to prepare Phase 2 of the EIR. Further, Council discussed the disposition of the Town’s Lot, took comments from the community, and directed the Town Manager to continue negotiations regarding the Gravel Lot for a lease or other disposition, but expressed no interest in selling the land.
October 25, 2016  The Town of Corte Madera sent a Notice of Preparation (NOP) of an EIR to Responsible Agencies, Trustee Agencies, the Office of Planning and Research, and neighboring property owners. A copy of the NOP was posted on the Town’s website and a Newsflash was also displayed.

October 25, 2016 to November 30, 2016  A 37-day EIR scoping period was held. During this scoping period the Town solicited guidance from public agencies and the public in general as to the scope and content of the environmental information to be included in the EIR.

November 17, 2016  A public scoping meeting was noticed and held on November 17, 2016 at the Town Hall Council Chambers, 300 Tamalpais Drive, Corte Madera. Five people signed into the meeting, several of whom spoke on the Project. Nineteen comment letters were received during the scoping period. These letters, as well as two additional letters received outside the scoping period, are included in Appendix A of the Draft EIR.

December 20, 2016  In response to comments received from the community, the applicants revised and resubmitted the Project applications. The primary changes included a reduction in the size of the proposed building by approximately 6,000 square feet, a reduction in the building height by 6 feet, the addition of a café, and changes in the design elements of the RH Gallery store intended to complement the surrounding views.

March 21, 2017  At the Council meeting, the Council endorsed the proposed term sheet for a non-exclusive easement and development agreement to allow for Corte Madera Village, LLC to improve the Town’s Lot and utilize resulting parking spaces for required parking for the Village at Corte Madera, including a potential Restoration Hardware expansion project and provided direction and authorization to Town staff to draft the non-exclusive easement and development agreement consistent with the term sheet, all subject to environmental review and public hearings prior to any approval of the Project or any entitlements including the development agreement.

July 12, 2017  Notice of Completion (NOC) for The Draft EIR was filed with the State Clearinghouse.

July 12, 2017 to August 25, 2017  Public Review Period of the Draft EIR was noticed and the Town received comments from governmental agencies, various interest groups and the general public.

August 8, 2017  Planning Commission held a duly-noticed public hearing to receive comments of the DEIR (These minutes are available on the Town’s website – at the Project web page: http://www.townofcortemadera.org/563/Village-Expansion-Project-Restoration-Ha)
October 16, 2017 to November 15, 2017
Story poles were erected and display boards on display at the Village.

November 1, 2017
Public Hearing notices were sent and posted announcing the availability of the Final Environmental Impact Report (FEIR) and the November 14th Planning Commission Meeting. Copies of the FEIR were also sent to the public agencies that commented on the Draft EIR in accordance with CEQA Guidelines Section 15088. The public was notified of the availability of the FEIR and the November 14th Planning Commission meeting via: the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, hard copy mailings sent to all properties within 300’ of the project, and a posting on NextDoor.com. In the Public Outreach section of this report below is a description of the methods staff and the applicant used to keep the public up to date on the status of the Project.

November 3, 2017
Additional notice of the November 14 public hearing, availability of the FEIR, and extension of story pole viewing period was posted as a News Flash item on the Town’s website

November 4, 2017
A notice announcing the November 14, 2017 public hearing was posted in the Marin Independent Journal

November 14, 2017
The Planning Commission held a public hearing on the application and unanimously approved Resolution 17-022 forwarding a recommendation to the Town Council to certify the Environmental Impact Report and approve a: 1) general plan amendment; 2) rezoning; 3) preliminary plan amendment; 4) precise plan amendment; 5) design review; 6) conditional use permit; and 7) development agreement to facilitate the Project, including a new 46,000 sq. ft. retail store and café for restoration hardware and modifications to the town’s gravel parking lot.

November 17, 2017
Public Hearing notices announcing the December 5th Town Council Meeting were distributed via: the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, hard copy mailings sent to all properties within 300’ of the project, and a posting on NextDoor.com.
(Again please note that the complete November 14, 2017 Planning Commission packet is available on the Town’s website – at the Project web page: http://www.townofcortemadera.org/563/Village-Expansion-Project-Restoration-Ha)

November 25, 2017
A notice announcing the December 5, 2017 public hearing was posted in the Marin Independent Journal
EXISTING CONDITIONS

Project Site

The proposed Project is located within, and adjacent to, the Village at Corte Madera regional shopping center. The Village is bound by Redwood Highway to the north, east, and south, and Highway 101 to the west. The Project would be constructed within The Village, owned by Corte Madera Village, LLC, a subsidiary of Macerich, and at the Gravel Lot located to the north of the Village across Redwood Highway, and owned by the Town of Corte Madera.

The project site encompasses 4 parcels which are described below:

<table>
<thead>
<tr>
<th>Parcel Name</th>
<th>Owner</th>
<th>Size</th>
<th>APN</th>
<th>Current Use</th>
<th>Proposed Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Macy’s</td>
<td>Macy’s Primary Real Estate Inc.</td>
<td>7.5 acre</td>
<td>024-032-22</td>
<td>Retail</td>
<td>No change</td>
</tr>
<tr>
<td>Village Stores</td>
<td>Corte Madera LLC</td>
<td>16.5 acres</td>
<td>024-032-30</td>
<td>Retail</td>
<td>Additional retail store</td>
</tr>
<tr>
<td>(Macerich)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nordstrom</td>
<td>Nordstrom Inc.</td>
<td>8.0 acres</td>
<td>024-032-29</td>
<td>Retail</td>
<td>No change</td>
</tr>
<tr>
<td>Gravel Lot</td>
<td>Town of Corte Madera</td>
<td>5.1 acres</td>
<td>024-032-19</td>
<td>Parking &amp; Community Events</td>
<td>Delineated and paved parking spaces</td>
</tr>
</tbody>
</table>

Nearby land uses and features include U.S. 101, Town Center Corte Madera, and commercial and office uses to the west; Redwood Highway and marshlands to the north and east; and commercial and office uses to the south. The San Francisco Bay Trail runs along Redwood Highway to the east of the Project site and at the frontage of the Gravel Lot.

The Village

The Village is an open-air shopping center with 475,217 square feet of building area as of April 2017. Approximately 2,000 square feet of space devoted to shopping center management offices and 473,217 square feet devoted to retail and restaurant uses, including restaurants and coffee shops. The existing retail establishments include Restoration Hardware, Nordstrom, Macy's, Williams-Sonoma, Apple Store, Cheesecake Factory and other retail and restaurant uses. The existing Restoration Hardware Store currently occupies approximately 8,815 square feet within The Village. There are 1,781 parking spaces in the existing lots within The Village.

The Gravel Lot

The 5.14-acre parcel, commonly known as “the gravel lot” (Gravel Lot), is located across Redwood Highway to the north of the Nordstrom building and the Village main parking lot. In 1996 the Town obtained title of the Gravel Lot from General Electric through an agreement with the Village property owners that enabled the
Town to purchase the site without expending any Town funds. At the time, the site had been filled and a significant portion (approximately 3.8 acres) had been used for parking for The Village shopping center and other public uses. As part of the agreement between the Town and the owners of The Village, the site is required to continue to be used for parking purposes.

Since at least 1996, the Gravel Lot has been used for overflow parking for customers of The Village, staging for nearby construction projects, and periodic community events such as Avon Walk for Breast Cancer, Ragnar Relay, Circus Vargas, and Marin General Hospital Gala. During the holiday season (generally from late November through December) the Gravel Lot is marked with travel lanes and is often fully occupied, accommodating approximately 445 vehicles. Currently, the Gravel Lot is improved with 10 handicapped parking spaces, with the remainder of the lot providing informal, unstriped parking. The Town is primarily responsible for maintenance and liability associated with the Gravel Lot, except for an annual payment from The Village owners in the amount of $10,000.

The Bay Trail and landscaping are located along the Redwood Highway frontage. Multiple drain inlets spaced throughout the Gravel Lot connect to a piped storm drain system that discharges to the waters immediately surrounding the site via two outfalls, one on the west side and one on the east side of the parcel. During November and December three generator lights are used to provide safety lighting for holiday shoppers. The generators are turned on from sunset to 10:00 or 11:00 pm, depending on store closing times. One of the three generator lights is owned by The Village and parked on the Gravel Lot year-round, but is typically used only in November and December. A pedestrian crosswalk across Redwood Highway connects the Gravel Lot with The Village parking lot. The Gravel Lot is located on fill and is raised several feet above Shorebird Marsh which surrounds the site on its north, west, and east. Shorebird Marsh provides habitat for birds and other animals that rely on the native marshlands in the area.

PROJECT DESCRIPTION

Project Objectives

The Applicants have identified the following project objectives in their project application:

- Expand The Village by approximately 46,000 square feet, consistent with the Town of Corte of Madera 2009 General Plan, with a commercial space inclusive of a café and roof-top scenery loft.
- Improve the Gravel Lot across Redwood Highway by paving, landscaping, and lighting the area using low-impact development elements to promote a more convenient and safe use that is consistent with the existing uses of the Gravel Lot.
- Build a retail space large enough to operate as a design gallery, rather than a regular retail store.
- Promote the community's economic development and enhance the Town's tax base by supporting the continued evolution and relevance of The Village to provide a first-class shopping and dining experience.
- Allow the Town to retain ownership of the Gravel Lot, while eliminating costs associated with liability, maintenance, security, and potential required future modifications.

The applicant’s full project description and project plans are provided in Attachments 7 and 14.
Requested Entitlements

The Project application requests six entitlements for review and approval to facilitate the proposed project. The CMMC requires that each entitlement be reviewed by the Planning Commission at a noticed public hearing. All of the entitlements, with the exception of the CUP, require Town Council approval for the project to proceed pursuant to the CMMC. However, since the CUP for the café is integrated into the other entitlements which are a common practice for many large projects in Corte Madera, the Council will also make the final decision on the CUP. The Planning Commission unanimously forwarded a recommendation of approval of all of the entitlements and certification of the EIR to the Town Council at a public hearing on November 14, 2017. Below is a summary of each of the requested entitlements.

**General Plan Amendment (GPA):**

The application for the GPA is to change the Gravel Lot parcel (APN 024-032-19) from the land use designation noted on the Land Use Diagram of the Town’s General Plan (Figure 2.4) of Wetlands and Marshlands to Mixed Use Region-Serving Commercial to bring the lot into conformance with its existing and proposed use.

The Wetlands and Marshlands Designation permits uses that relate to and enhance wetland habitat. A variety of properties may be included in this designation including, but not limited to, tidal and seasonal wetlands, miscellaneous open water areas, streams, sloughs, filled areas and developed or undeveloped uplands. Restoration areas are included for their potential for conversion into more ecologically valuable habitat.

The Mixed Use Region-Serving Commercial designation was introduced in the 2009 General Plan and is designated for The Village regional shopping center only. It is intended for retail uses capable of attracting patrons from a wide geographic area. This designation affords opportunity for mixed uses, including outdoor plazas and seating areas, and space devoted to office, public services, residences, community meeting facilities, and parking facilities. However, pursuant to the proposed Development Agreement (see below), uses at the Gravel Lot would be restricted to parking and a limited number of community-focused events.

The applicant requests the General Plan Amendment to formalize the existing functional relationship between the commercial uses at the Village and the use of the Gravel Lot for parking purposes.

Though the Gravel Lot has been used as a parking lot for many decades (and in accordance with the December 1995 agreement between the Town and Village property owners can only be used for parking purposes) and also used by The Village and the Town for parking and approved events, the current General Plan designation (Wetlands and Marshlands) does not permit public parking for commercial purposes or community events. Since the project application proposes to construct a formal paved, striped, illuminated and landscaped parking lot and use the lot for required parking related to the commercial uses at the Village, Staff required that a General Plan Amendment application be filed to change the land use designation at this time.
**Zoning Ordinance Amendment:**

Similar to the GPA, the Zoning Ordinance Amendment proposes to bring the existing use and proposed continued parking use of the Gravel Lot parcel into conformance with the Zoning Ordinance by changing the underlying zoning district from the Parks, Open Space and Natural Habitat Zoning District (POS) to Regional Shopping District (C-2).

The POS District applies to all public facilities and public service installations used primarily for open space; for publicly or privately owned areas used for the preservation or restoration of a natural habitat or for public parks, playgrounds and other types of public recreation facilities.

The C-2 District 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. Local-serving commercial uses, region-serving commercial uses and some office and personal services are permitted. Parking lots which meet the requirements of the parking section of the CMMC are permitted in the C-2 District. The Village and Town Center are the only properties in Corte Madera that are zoned C-2. This rezoning will make the Gravel Lot’s zoning designation consistent with the rest of The Village. However, pursuant to the proposed Development Agreement (see below), uses on the Gravel Lot would be restricted to parking and a limited number of community-type events.

The Village Shopping Center and the Gravel Lot parcels are also within the Baylands Risk Zone and Natural Habitat Overlay Zoning District (BRNH). The BRNH zone is intended to apply to lands which have a potential for substantial additional development, have less than ten percent slope, and are underlain by bay mud. This application does not propose to change the overlay on the Gravel Lot parcel.

**Preliminary and Precise Plan Amendments:**

Because the project site is within one of Corte Madera’s special purpose overlay districts - (BRNH) Overlay District – and because of the project’s size, approval of Preliminary and Precise Plan Amendments are required to ensure that development occurs in a manner that is consistent with the purposes of the overlay district and related policies and programs of the General Plan. The Preliminary Plan is intended to provide more general information about land proposed for development, such as a conceptual site plan, proposed densities, and a description of proposed uses. The Precise Plan Amendment application includes all information required for design review approval and therefore review of the Precise Plan also constitutes review of the design review application. In addition, the Precise Plan must be in substantial conformance with the Preliminary plan.

As noted above, the Village shopping center was originally constructed with approval of Preliminary and Precise Plans. Those approvals and plans, and subsequent amendments, continue to allow for the permitted uses and overall design of the Village. The last major Preliminary and Precise Plan Amendments for the Village was for the Nordstrom/Macys expansion project in 2012 (precise plan amendments have subsequently been approved for common area modifications and tenant improvements).
The current application seeks to amend the Preliminary and Precise Plans to account for additional floor area required for the new RH Gallery Store, its design and proposed location, modifications to the existing Village parking lot, modifications to the east entry plaza and incorporation of the modifications to the Gravel Lot into the Preliminary and Precise Plans.

As required by the Corte Madera Zoning Ordinance, several findings are required to be made in order to approve amendments to Preliminary and Precise Plans. In addition, findings are required to be made in order to approve projects located within the BRNH zoning district. The findings can be found in Resolution 56-2017 (Attachment 3).

**Design Review**

The Design Review entitlement is combined with the Precise Plan Amendment pursuant to Section 18.18.045 of the CMMC. The elements of this application that are applicable to the design review guidelines and findings are the new RH Gallery Building, associated improvements to the existing parking lot, modifications to the east entry plaza, and the new improvements to the Gravel Lot, including lighting and landscaping. The specific Design Review findings that need to be made in order to approve the Design Review application are located in the Resolution 56-2017 (Attachment 3).

**Conditional Use Permit:**

This application includes a request for a Conditional Use Permit (CUP) for a café on the first level of the RH Gallery Building. Restaurants and cafés, without drive-up windows are conditionally permitted in the C-2 District. The café would have a 5,800 square foot serving area and include a food preparation area, furniture displays, and café seating for approximately 150 patrons. The café will have a limited menu and will operate approximately the same hours as the RH Gallery. The specific CUP findings that need to be made in order to approve a CUP are located in Resolution 57-2017 (Attachment 4).

**Development Agreement**

The development agreement is a contractual agreement that sets forth the rights and obligations of Macerich, the owner of the Village of Corte Madera shopping center, to utilize Town property for required parking for the proposed Project.

In the Fall of 2015, Macerich made verbal and written requests to purchase the Town owned land referred to as the Gravel Lot which is located on Redwood Highway, adjacent to The Village. At the Town Council meeting on October 20, 2015, the Town Council authorized the Town Manager to enter into negotiations for the potential sale of the Gravel Lot to Macerich.

On February 2, 2016, Town Council discussed the potential use of the Gravel Lot for parking for the Project. The staff report presented at that meeting provided the background as to how the Town obtained title to the Gravel Lot. Briefly, in December of 1995 the Town entered into an agreement with the owners of the Village Shopping Center parcels which provided that the Town would acquire the Gravel Lot site. As part of this agreement, an assessment district, comprised of the owners of The...
Village parcels, would be established to pay the $1,300,000 purchase price of the Gravel Lot and to pay an additional $900,000 for the financing and the improvements. Under a separate assessment district, The Village owners would also pay $10,000 per year for maintenance of the Gravel Lot. Since 1996, The Village owners paid the purchase price of the Gravel Lot and paid for the improvements and, continue to make annual payments for maintenance. Prior to the close of escrow for the purchase/sale of the Gravel Lot to the Town, in December 1995, the parties entered into an extension agreement for the purchase/sale of the property that requires the Town to allow shopping center parking on the Gravel Lot and the parking use cannot be modified or terminated without the consent of the property owners at The Village. Historical documents are available on the project page on the Town’s website at http://www.townofcortemadera.org/563/Village-Expansion-Project-Restoration-Ha.

Based on the information provided to Town Council at the February 2, 2016 meeting and comments from the community, Town Council directed the Town Manager to continue negotiations with Macerich regarding the Gravel Lot, but indicated that the Town was not interested in selling the parcel at that time.

In response to Council’s direction and negotiations with Macerich, the Town and Macerich drafted a Term Sheet that was discussed at the March 21, 2017 Town Council meeting. Pursuant to the terms endorsed by Town Council at that meeting, the Town and Macerich would enter into a development agreement that would grant Macerich the right to continue to use the Gravel Lot for the shopping center parking and count the parking spaces as meeting the required parking requirements in exchange for Macerich improving and maintaining the Gravel Lot at their expense and pay the Town $320,000 annually.

The key terms of the Development Agreement are set forth on the Term sheet endorsed by the Town Council at its meeting on March 21, 2017. In summary, the development agreement provides the following: Town retains ownership of the Gravel Lot; allocates required parking spaces for the Project; requires the parties to enter into a non-exclusive parking easement; economic compensation paid annually to the Town; requires physical improvements on the Gravel Lot over and above what might be required under the Town’s land use rules or CEQA; and, shifts the Town’s liability for the Gravel Lot to Macerich, at their expense. A comparison chart noting the differences between the 1995 Agreement and the proposed Development Agreement is included below.

The term of the DA would be for up to 99 years, so long as The Village still needs the required parking spaces. If parking requirements change over time or The Village reduces the square footage of the shopping center that results in reduced parking requirements, the DA could be modified or terminated by Macerich before the term expires. The use of the Gravel Lot would still remain as parking for all of shopping center owners (Macys, Nordstrom, and The Village) in accordance with the 1996 purchase/sale agreement and assessment district documents.

The Draft Development Agreement and Non-Exclusive Parking Easement between the Town and Macerich in substantially final form are attached to the Development Agreement Ordinance #973 (Attachment 5).
On July 18, 2017, the Town Council adopted Resolution 24/2017 establishing the procedures to process a development agreement pursuant to California Government Code. In accordance with this Council policy, the Planning Commission is required to review the development agreement for land use issues and make their recommendations Town Council, which they did on November 14, 2017, Resolution 17-022. The Town Council now has the authority to review the development agreement for all purposes, including land use, financial, and other business terms and is the final decision maker as to the entire agreement. California law requires that a development agreement be adopted by ordinance and recorded with the County. Ordinance 973 (Attachment 5) further sets forth the Findings that must be made by Council to approve the development agreement.

Matrix comparing the terms of the existing 1995 Gravel Lot Agreement and the draft terms of the proposed 2017 Development Agreement between the Town and the Corte Madera Village (CMV)

<table>
<thead>
<tr>
<th>Description</th>
<th>Existing Agreement</th>
<th>Proposed Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase cost of lot</td>
<td>CMV paid the Town's purchase cost of $1,300,000</td>
<td>Not Applicable, the lot is not being purchased under the proposed agreement</td>
</tr>
<tr>
<td>Duration of Agreement</td>
<td>In perpetuity – requires mutual consent to modify or terminate agreement</td>
<td>Up to 99 years – CMV may terminate agreement if required spaces are no longer needed to satisfy their parking requirements</td>
</tr>
<tr>
<td>Town revenue generated</td>
<td>None</td>
<td>$320,000/year for 99 years. Total of $31,680,000</td>
</tr>
<tr>
<td>Maintenance costs</td>
<td>CMV pays $10,000/year for the life of agreement, Town pays remainder. There is no escalator clause in the agreement. Average annual maintenance costs have ranged from $3,000 to $40,000 per year in recent years</td>
<td>CMV pays all maintenance costs</td>
</tr>
<tr>
<td>Improvement costs</td>
<td>CMV paid initial improvement costs of approximately $700,000. There was no cost to the Town.</td>
<td>CMV will pay approximately $5 million for substantial improvements. There will be no cost to the Town.</td>
</tr>
<tr>
<td>Permitted uses</td>
<td>Although the lot has periodically been used for public and private events, the Agreement specifies that the lot can only be used for parking for the general public.</td>
<td>Occasional community events for up to 12 days per year with certain restrictions.</td>
</tr>
<tr>
<td>Liability</td>
<td>The Town assumes all liability.</td>
<td>CMV will assume all liability</td>
</tr>
<tr>
<td>Security</td>
<td>The Agreement is silent on security; therefore as owner the Town is responsible for security.</td>
<td>CMV will be responsible for security.</td>
</tr>
<tr>
<td>CONDITION</td>
<td>ORDINANCE REQUIREMENT</td>
<td>EXISTING CONDITION</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------------------</td>
<td>------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>General Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shopping Center</td>
<td></td>
<td>Mixed-Use Region-Serving Commercial</td>
</tr>
<tr>
<td>Gravel Lot</td>
<td></td>
<td>Wetlands and Marshlands</td>
</tr>
<tr>
<td>Zoning District</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shopping Center</td>
<td></td>
<td>C-2</td>
</tr>
<tr>
<td>Gravel Lot</td>
<td></td>
<td>POS</td>
</tr>
<tr>
<td>Preliminary and Precise Plans</td>
<td></td>
<td>Last Significant Modification – Nordstrom/Macy’s Ap.</td>
</tr>
<tr>
<td>Shopping Center</td>
<td></td>
<td>NA</td>
</tr>
<tr>
<td>Gravel Lot</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Setback</td>
<td>60 ft. for C-2 District</td>
<td>±450 ft. (to eastern property line)</td>
</tr>
<tr>
<td>Shopping Center</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gravel Lot</td>
<td>NA for POS District</td>
<td>NA</td>
</tr>
<tr>
<td>Rear Setback</td>
<td>60 ft. for C-2 District</td>
<td>80 ft. to western property line</td>
</tr>
<tr>
<td>Shopping Center</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gravel Lot</td>
<td>NA for POS District</td>
<td>NA</td>
</tr>
<tr>
<td>North Side Setback</td>
<td>0 ft. for C-2 District</td>
<td>15 ft.</td>
</tr>
<tr>
<td>Shopping Center</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gravel Lot</td>
<td>NA for POS District</td>
<td>NA</td>
</tr>
<tr>
<td>Floor Area Ratio</td>
<td></td>
<td></td>
</tr>
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### Shopping Center

<table>
<thead>
<tr>
<th>Shopping Center</th>
<th>Gravel Lot</th>
<th>Building Height</th>
<th>Gravel Lot % Covered by Landscaping</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.47-per the General Plan and 2012 Preliminary Plan</td>
<td>0.34 in C-2</td>
<td>46 ft. - per the 2012 Preliminary Plan (C-2 Zoning allows 35 ft.)</td>
<td>10% (in C-2)</td>
</tr>
<tr>
<td>0.341</td>
<td>0.0 in POS</td>
<td>Nordstorm – 46 feet at top of HVAC screen</td>
<td>NA (in POS)</td>
</tr>
<tr>
<td>0.38</td>
<td>0.0</td>
<td>46 ft. at top of scenery loft</td>
<td>16%</td>
</tr>
</tbody>
</table>

### VILLAGE AT CORTE MADERA BUILDING AREA SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Floor Area Allowed Per the 2009 General Plan</td>
<td>652,010 sf</td>
</tr>
<tr>
<td>Total Area Existing</td>
<td>473,217 sf</td>
</tr>
<tr>
<td>Area of Proposed Restoration Hardware Building</td>
<td>±46,000 sf</td>
</tr>
<tr>
<td>Remaining After Project</td>
<td>±132,793 sf</td>
</tr>
</tbody>
</table>

## Description of Proposed Restoration Hardware Building

The Applicants propose to build a stand-alone Restoration Hardware building of approximately 46,000 square feet to be located on the east side of The Village in an area of existing parking. The building would consist of two levels plus an open-air roof-top landscaped courtyard surrounding an enclosed scenery loft. The building footprint would be approximately 25,000 square feet at ground level. The ground level would include approximately 5,800 square feet of cafe space that would seat up to 150 patrons. The second floor would be approximately 17,000 square feet. The roof-top level would be approximately 4,000 square feet, of which the scenery loft, enclosed by glass and steel, would comprise approximately 3,100 square feet. The massing of the building is “stepped” in that the building steps back from the east and west as the building rises in height. An elevator and staircase would serve all three levels. The RH Gallery is intended to be similar, with respect to purpose and presentation, to other RH Gallery stores that have recently been built in places like West Hollywood, Cherry Creek, CO, Scottsdale, AZ, Chicago and Atlanta.

The top of the elevator tower and roof ridge of the scenery loft would be 46 feet from finished grade. The courtyard outside the scenery loft would be planted with vegetation and trees, and have an exterior parapet wall. The top of the parapet of the second floor would be 33 feet and 9 inches from finished grade. For comparison, the highest peak of the roof of the adjacent Village building is 34 feet above finished graded and the highest part (HVAC screening) at Nordstrom building is 46 feet above finished grade. A model has been prepared by Restoration Hardware that shows the relative height and scale of the proposed building compared to surrounding structures at the Village. The model will also be available at the public hearing.
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 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. Images of the materials proposed are on Sheets A15 and A16 and the actual materials board will be available at the public hearing for review.

Because the site is within the 100-year flood plain as defined by FEMA, flood-proofing elements following FEMA standards would be incorporated into the building. The base of the building would have upturned concrete walls poured in conjunction with the concrete foundation. The upturned walls would extend to an elevation equal to or greater than the FEMA base flood elevation of one foot above existing grade, as required by the Town’s Municipal Code (CMC Chapter 16.10). The cement plaster finish proposed for the building’s exterior would be applied to this concrete wall, matching the color and texture of the framed walls above. As a result, the wall’s “waterproofing assembly” would not be readily apparent. The protection method for the doors and windows at the ground level would utilize an aluminum barrier system. Jamb-mounted C channels would be integrated into the building permanently allowing aluminum panels, and any secondary support bollards for wider openings, to be installed prior to a potential flood. (Plan Sheet A21)

Because of the underlying bay mud, and depth to bedrock which varies from 75 to 95 feet, the building would require a deep foundation system, floating foundation, or other specialized design determined to be appropriate for the site conditions. During final design the Applicants would coordinate with the Town to design a foundation acceptable to the Town Engineer.

After the new building is occupied, Restoration Hardware would vacate the space it currently occupies at The Village.

Description of Proposed Village Parking Lot Modifications

Changes would be made to portions of the existing parking lot at The Village. Modifications include reconfiguration and restriping of 36 existing narrow (7.5-foot wide) compact parking spaces with uniform 8.5-foot wide spaces and installation of associated curb islands and small landscaped areas. Two of the four cut-through aisles located midway down the two main entries off Redwood Highway would be removed and replaced with new parking spaces. Construction of the new building and the parking lot modifications would result in a net decrease of 166 parking spaces in the existing parking lot at the village. See discussion regarding parking below.

Drought tolerant landscape modifications would be installed, including approximately 21 24-inch box trees. Required bicycle parking would be provided near the new building within the landscape islands.

Description of Proposed Gravel Lot Modifications
As part of the Project, the Corte Madera Village LLC would enter into a development agreement with the Town of Corte Madera whereby the Town and the Applicants would establish the rights and obligations for use of the Gravel Lot for parking for The Village including modifications and maintenance (see above). The Town would record a nonexclusive public parking easement on the parcel meaning that members of the public are allowed to park in the Gravel Lot. Limited community events, as describe in the Development Agreement, and discussed below, would continue to be allowed.

The Gravel Lot would be paved and striped to provide up to 455 parking spaces. Current plans submitted by the Applicants as part of their application show 452 parking spaces, including 407 standard spaces (8.5' X 20') and 45 compact spaces (8.5' X 18'), as such spaces are defined by the original precise plan for the Village.

Drought tolerant landscaping, including approximately 56 trees 26-inch box trees, would be installed in planters. Approximately 34 lighting poles, 20 feet tall, would be installed. The lighting would be energy-efficient and shielded, conforming to “dark sky” requirements.

All storm water would be captured on site and treated, prior to discharge to the existing storm drain system in accordance with the Town’s new stormwater regulations and State requirements. Approximately 3,400 square feet of bio-retention rain gardens and 2,300 square feet of flow-through planter would be installed to collect and treat storm water runoff. The bio-retention features would tie in to the existing storm drain system beneath Redwood Highway and adjacent to the Gravel Lot. After leaving the bio-retention features and entering the existing storm drain, storm water would drain to adjacent waters through the existing outfall structures, with no changes to the outfall configuration.

Optional Fence

In response to comments received during the Draft EIR process, the Applicants have considered an optional chain link fence that would be located between the vehicular parking at the Gravel Lot and Shorebird Marsh in response to comments on the DEIR. If installed, the fence would be four feet tall, vinyl-coated either black or green, and include two access gates for use by the Town for maintenance or emergencies. The fence would be constructed three feet back from the new curb, allowing for two feet of vehicle overhang. The majority of the fence would be constructed within the existing footprint of the Gravel Lot, as the Gravel Lot modifications have a slightly smaller footprint than the existing disturbed area. The exception is on the east side of the Gravel Lot where the distance between the curb and the limits of the existing gravel surface decreases to two feet in some areas. On the east side, therefore, the fence would be installed one foot beyond the existing gravel. Although some vegetation could be disturbed during installation of the fence, no clearing of vegetation would occur. Sheet C6 in Attachment 14 shows the location and a section of the optional fence.

Bay Trail
The Bay Trail runs between Redwood Highway and the Gravel Lot for approximately 580 feet. In two locations the Bay Trail crosses the existing entrances to the Gravel Lot. Although no changes are proposed to the main Bay Trail, the entrances to the Gravel Lot would be reconstructed. Therefore users of the Bay Trail, where it crosses the entrances, would need to be re-routed for a limited time during construction. Comments from a representative of the Bay Trail during the Draft EIR process expressed a desire to see the Bay Trail permanently re-routed around the outward edge of the Gravel Lot to avoid crossing the parking lot driveways.

Description of Proposed East Entry Plaza Modifications

Modifications would be made at the existing east entry plaza Sheet L.3, located northeast of the existing Gap store. Existing landscape and hardscape would be removed and replaced with new paving and other hardscape, drought tolerant landscaping and trees, lighting, and amenities that could include a water fountain, and street furniture to transition between the exterior common areas of the shopping center and the new building. The plaza comprises approximately 8,000 square feet.

Construction Process and Schedule

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, the Gravel Lot, East Entry Plaza, and modifications to the existing parking lot. A lengthier schedule would include 4 months of the 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 construction range from 11.5 months to 22 months.

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.

Both applicants will work closely with the Town’s Departments of Public Works, Central Marin Police and Corte Madera Fire to minimize traffic delays and keep areas clear for emergency access.

Parking

Assessing the existing and required number of parking spaces at the Village at Corte Madera and the Gravel Lot is complex and has evolved over the years. The shopping center was originally approved in the 1980s with 1,628 spaces, at ratios of one space per 275 sq. ft. for retail uses and 1 space per 250 sf for office uses. When the original project was approved, parking was based on “net leasable space” rather than gross floor
area, as is the practice today. In 1994 the parking standard was changed and is currently 1 parking space per 250 square feet of gross floor area for shopping center over 20,000 sq. ft.

The applicant’s team provided a memo on April 7, 2017 with a breakdown of total building area at the Village as of August 2015 and number of parking spaces as of June 2016 on the Village site. The memo also summarizes the history of parking requirements as well as a discussion and documentation of established building areas and parking requirements from 1984 and the 2012 Preliminary Plan Amendment. The memorandum is Attachment 8 of the November 14, 2017 PC packet. The complete November 14, 2017 Planning Commission Packet can be viewed on the project page on the Town’s website at http://www.townofcortemadera.org/563/Village-Expansion-Project-Restoration-Ha

The most up to date parking count, 1,781 spaces (June 2016), was established using holiday parking counts from 2015 compared with site plans and onsite observations and includes minor modifications for ADA upgrades.

An assessment of project impact on parking is not required under CEQA. However, since one of the project’s elements is the development of the parking lot, parking is an important part of the Town’s analysis of the application. In addition to the parking spaces available at The Village, the applicant’s project description and the project description in the EIR proposes that the Gravel Lot will be improved with up to 455 spaces. In assessing the pedestrian and bicycle impacts of the Gravel Lot modifications the DEIR identified that the Gravel Lot modifications would represent a potential hazard for pedestrians and would be a significant impact. To mitigate this impact the DEIR Mitigation Measure TR-3d requires that the Gravel Lot be redesigned to improve pedestrian and vehicular safety. While the DEIR studied a project including up to 455 parking spaces, the redesigned lot, which is part of the current plan set, results in a total number of 452 parking spaces.

Changes to the existing Village parking lot will result from the construction of the RH Gallery and reconfiguration of parking spaces and drive aisles. Construction of the RH Gallery building will displace 166 spaces (195 lost for the building footprint and 36 gained with the closing and infill of drive aisles on the Nordstrom and Macy’s parcels). The existing lot will restriped to replace narrow compact spaces with 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.

The parking required by the Municipal Code for the proposed ±46,000 square foot retail space is ±184 spaces. The Village has 1781 spaces (as counted in June 2016). The Gravel Lot is proposed to be paved and striped to create 452 spaces, resulting in a parking lot that will be safer for users, a more efficient use of space and more environmentally sustainable. The parking analysis conducted by the applicant’s team and the town is summarized in the table below.

The analysis concludes that after construction of the project, both sites combined will have an excess of 136 spaces compared to the require number of spaces per the historic development of the Village and the current CMMC parking requirements; the table below summaries the parking analysis. Town staff has reviewed the analysis and concurs with its’ findings.
<table>
<thead>
<tr>
<th>Description</th>
<th>Parking Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Number of Parking Spaces in Village Shopping Center</td>
<td>1,781&lt;sup&gt;(1)&lt;/sup&gt;</td>
</tr>
<tr>
<td>(Includes all three lots - Macerich, Macy's and Nordstrom)</td>
<td></td>
</tr>
<tr>
<td>Numbers of Spaces Created by Gravel Lot Modifications</td>
<td>+452&lt;sup&gt;(2)&lt;/sup&gt;</td>
</tr>
<tr>
<td>Number of Spaces Removed by RH Gallery Building</td>
<td>-195&lt;sup&gt;(2)&lt;/sup&gt;</td>
</tr>
<tr>
<td>Number of Spaces Removed by Parking Lot Modifications Around RH Building - Narrow Size Compact Spaces Converted to Larger Uniform Sized Spaces.</td>
<td>-7</td>
</tr>
<tr>
<td>Number of Spaces Gained by Infill of Drive Aisles on Macy’s and Nordstrom Parcels</td>
<td>36</td>
</tr>
<tr>
<td>Proposed Total Number of Parking Spaces in Village Shopping Center and Improved Gravel Lot</td>
<td>2,067</td>
</tr>
<tr>
<td>Number of Parking Spaces Required for Existing Center (See parking Letter dated 4/7/17 parking/SF historical analysis @ Center)</td>
<td>1,747</td>
</tr>
<tr>
<td>Number of Parking Spaces Required for ±46,000 sq. ft. RH Gallery Building (1 space/250 sq. ft. of gross floor area).</td>
<td>184&lt;sup&gt;(3)&lt;/sup&gt;</td>
</tr>
<tr>
<td>Required Number of Parking Spaces for Proposed Project</td>
<td>1,931 (1,747 + 184)</td>
</tr>
<tr>
<td>Number of Spaces Proposed Compared to Number of Spaces Required</td>
<td>2,067 Spaces Proposed</td>
</tr>
<tr>
<td></td>
<td>1,931 Spaces Required</td>
</tr>
<tr>
<td></td>
<td>136 Spaces over CMMC Requirement</td>
</tr>
</tbody>
</table>

Sources

(1) Parking spaces counted by Macerich, June 2016
(2) Applicant’s Project Description, March 20, 2017
(3) CMMC- 18.20.030
ENVIRONMENTAL ASSESSMENT

To satisfy the requirements of the CEQA, the Town prepared a Draft Environmental Impact Report (DEIR) for the Project. This document along with the appendices is available on the Town Website at http://www.townofcortemadera.org/563/Village-Expansion-Project-Restoration-Ha. The DEIR is an informational document to be considered by each applicable public agency prior consideration of the Project. The purpose of the DEIR is to provide public agencies and the public with detailed information about the effects which the proposed Project may have on the environment; to list ways in which the significant effects of the Project might be minimized; and to indicate alternatives to the Project. Environmental effects of the Project that must be addressed include any significant effects of the Project, growth inducing effects of the Project, and significant cumulative effects of past, present, and reasonably anticipated future projects. On November 14, 2017 the Planning Commission was able to make the required findings under CEQA Section 15091 and sent a recommended (Resolution 17-022) to the Town Council that the EIR should be certified. The Mitigation Monitoring Program (MMP) is required to be adopted as part of making the findings under this Section.

In October 2015 the Town contracted with the environmental consulting firm of GHD to prepare an Environmental Impact Report for the proposed project. On October 25, 2016, the Town of Corte Madera sent a Notice of Preparation (NOP) of an EIR to Responsible Agencies, Trustee Agencies, the Office of Planning and Research, and neighboring property owners. A copy of the NOP was posted on the Town’s website. The NOP solicited guidance from public agencies and the public in general as to the scope and content of the environmental information to be included in the EIR. A 37-day EIR scoping period began October 25, 2016 and ended November 30, 2016.

A public scoping meeting was held on November 17, 2016 at the Town Hall Council Chambers, 300 Tamalpais Drive, Corte Madera. Five people signed into the meeting, several of whom spoke on the Project. Nineteen comment letters were received during the scoping period. These letters, as well as two additional letters received outside the scoping period, are included in Appendix A of the DEIR.

The public scoping process identified a number of key environmental issues to be addressed in the EIR. These issues included, Aesthetics, Biological Resources, Cultural, Paleo, & Tribal Resources; Greenhouse Gas Emissions, Hydrology and Water Quality; Noise and Transportation.

Following the scoping process, the DEIR was prepared and a comprehensive impact analysis of all relevant CEQA categories was undertaken. The DEIR also provided descriptions and impact analysis of two alternatives to the proposed project. The CEQA and the CEQA Guidelines require that an EIR “describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project, but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives” (CEQA Guidelines Section 15126.6[a]).

One of the alternatives analyzed must be the “No Project” alternative. CEQA Guidelines Section 15126.6(e)(1) states that the purpose of describing and analyzing the no project alternative is “to allow decision makers to compare the impacts of approving the proposed project with the impacts of not approving the proposed project.” The no project analysis is required to “discuss the existing conditions at the time the
notice of preparation is published...as well as what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services (Section 15126.6[e][2]).

The second alternative was the “Structured Parking Alternative”. This alternative included a 46,000 square-foot retail expansion, including the ancillary modifications such as utilities, storm water, and landscaping as described in the proposed Project. However, the Gravel Lot would not be improved, but would continue to be used and maintained in its current capacity for overflow parking and special events. Instead, parking for the retail building would be provided with a structured parking facility located along the southern border of The Village within the existing parking lot between Tamalpais Drive and Macy’s. The facility would have a footprint of approximately 1.1 acres, would include three levels of parking, and would not exceed 46 feet in height.

The “Structured Parking Alternative” would fulfill most of the basic Project objectives, although it would not improve the Gravel Lot for increased convenience and safety and would not allow the Town to eliminate costs associated with continued ownership of the Gravel Lot. A detailed analysis of both of these alternatives as well as a discussion of alternatives that were considered but not carried forward can be found in Section 4 of the DEIR.

A Notice of Completion (NOC) for the DEIR was filed with the State CEQA Clearinghouse on July 12, 2017, commencing a 45 day public review period until August 25, 2017. During this review period individuals were given the opportunity to review the document on the Town’s website or come into the Town’s Building and Planning Department to review a hardcopy. Hardcopies of the DEIR were also available if one was requested. The public review period for the DEIR was noticed through many sources such as the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, hard copy mailings sent were to all properties within 300’ of the project, and at the beginning of the review period a notice was posted on NextDoor.com. A public meeting to receive comments from the public on the analyses contained in the DEIR was held by the Planning Commission on August 8, 2017. At the meeting, Town staff provided an overview of the project and 6 members of the public provide comments verbal comments. All of the verbal and written comments were responded to in the FEIR.

Following the public comment period, the Final EIR (FEIR) for the Project, consisting of the DEIR, comments on the DEIR, responses to those comments, and revisions to the DEIR (Section 3.12 Transportation (FEIR page 3-1), was prepared. The FEIR was released for public review on November 1, 2017 and can be accessed at: http://www.townofcortemadera.org/563/Village-Expansion-Project-Restoration-Ha. It is also separately bound and included as Attachment 13 to this staff report.

At the November 14, 2017 public hearing, the Planning Commission considered the Project EIR and provided a recommendation to the Town Council that it be certified. The Town Council will now consider certification of the EIR, and approval of the Project. To certify the Final EIR, the Council must find that (per CEQA Guidelines Section 15090):

- The Final EIR has been completed in compliance with CEQA; and
- The Final EIR was presented to the decision-making body of the lead agency and that the decision-making body reviewed and considered the information contained in the Final EIR prior to approving the Project; and

- The Final EIR reflects the lead agency’s independent judgment and analysis.

At the time of project approval, the Town Council, as the decision-making body, must consider the information presented in the EIR and determine that based on all facts and evidence all significant impacts have been substantially lessened with mitigation measures (CEQA Guidelines Section 15092). Draft findings required by CEQA are included in Resolutions 54-2017 (Attachment 1)

STAFF ANALYSIS

The Town Center and The Village at Corte Madera play key roles in the social and economic fabric of the Town. The 2009 General Plan recognizes the role of these two centers pursuant to General Plan Land Use Goal LU-4 which advocates “Strong and vibrant commercial and office centers that serve local and regional needs”. The project is consistent with this goal and specifically Policy LU-4.3 and implementation measure LU-4.3a which aim to expand the Village through the allowance of additional floor area and the use of flexible development standards to protect and enhance the Town’s tax base

The Project will also promote and implement General Plan Goal LU-3, to encourage infill development that achieves a more livable, sustainable community. The Project 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, create community amenities, use existing infrastructure, embody environmentally sensitive design and construction principles, and provide for more efficient use of Corte Madera’s limited land supply. The project will also facilitate the implementation of Policies LU-3.5 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.

General Plan and Zoning Ordinance Amendments for the Gravel Lot

The Town’s first General Plan (1958) and the 1963 General Plan both designated the Gravel Lot for industrial uses. In 1984, the General Plan land use designation was changed to High Density Residential in conjunction with the development of the Village shopping center. The originally-approved plans for the Village required 80 units of housing be construction on the Gravel Lot.

In the 1989 General Plan the site’s land use designation was changed again, this time to Wetlands, Unique Marshland, Related Habitat and Potential Habitat Restoration Area. The General Plan identified the Gravel Lot, referred to as the “Habitat Site,” as a site that was included along with twelve other larger sites in Town that had development potential. A separate working paper, Analysis of Planning Options, October 1987 was created which identified the following options for the Gravel Lot: 1) designate the site as permanent open space; 2) designate the site a potential habitat restoration area; and 3) designate the site for other alternative uses identified in the Town Survey including senior housing, parking, and a nature study facility. These options were incorporated into the 1989 General Plan to guide potential uses of the site.
In November 1995, in conjunction with an agreement being negotiated at that time for purchase of the Gravel Lot by the Town, a CUP was approved by the Town Council, consistent with the above-noted General Plan policies, to facilitate use of the lot for public parking, including for patrons of the Village. In December 1995, the Town entered into the 1995 Agreement with the owners of the Gravel Lot which, as noted in the description of the Development Agreement above, restricted use of the site for public parking.

In the early 2000’s, entitlements for the Gap, Banana Republic and the Cheesecake Factory were granted that allowed required parking to be located at the Gravel Lot. The Town has also granted permits for a variety of community-oriented events at the Gravel Lot over the years such as staging for the Avon Walk, the Marin General Hospital Annual Gala, and others as described previously in this staff report.

With the adoption of the 2009 General Plan, the Gravel Lot’s Land Use designation changed to Wetlands and Marshlands, and the specific policies related to the allowance of the site for parking uses was removed. This designation did not take into account the 1995 agreement between the Town and the Village owners which required that the lot be used for public parking, the entitlements granted to Village tenants, nor the practice of permitting community-oriented events on the Gravel Lot.

Changing the Gravel Lot’s GP and the ZO designations to new designations that explicitly allow parking for commercial uses would more accurately reflect the reality of existing land use requirements consistent with the 1995 agreement with the Village, past entitlement and permit history, and the functional relationship between the Village and the Gravel Lot that has existed for decades.

At the same time, the proposed development agreement, would continue to restrict the use of the Gravel Lot to public parking, would recognize for the first time community-oriented events as a permitted use, and require that the owners of the Village to improve the Gravel Lot consistent with General Plan policies intended to improve stormwater filtration, pedestrian safety, and habitat protection (particularly with the potential inclusion of the optional fence). Furthermore, the development agreement would shift maintenance, security, and liability costs associated with the Gravel Lot to the Village and require an annual payment to the Town.

In addition to the reasons mentioned above, Staff notes that the 2009 General Plan allows for additional expansion at the Village and such additional floor area will necessarily require that additional parking spaces be constructed pursuant to the CMMC. Therefore, it is important to consider not whether more parking for the Village should be constructed, but where additional parking should be constructed. In Staff’s view, it is preferable to allow required parking to be located in the Gravel Lot, a lot that is already required to be a parking lot, and remain so, rather than in other locations, such as a parking garage structure on the Village shopping center property itself, like that described in Alternative 2 of the DEIR. Although the General Plan anticipates the development of a parking garage structure at some point, it seems preferable to avoid having to consider adding more structures and mass to the Village (and more significant construction impacts) if there are other viable alternatives.

Finally, allowing the Gravel Lot to be used as required parking for uses at the Village, and amending the Gravel Lot’s General Plan land use designation and Zoning District to do so, would facilitate the applicant’s Project, which would be consistent with several land use policies discussed above intended to further the Town’s economic development goals.
In summary, the proposed General Plan and Zoning Ordinance amendments are appropriate because the proposed new designations, combined with the proposed development agreement, more accurately reflect historical use of the site, allow the Gravel Lot to be improved and developed as a parking resource for the Village instead of the development of a parking garage structure, and would facilitate a project otherwise consistent with the General Plan, and one that would substantially further the Town’s economic development goals.

**Preliminary Plan Amendment Discussion**

The current application seeks to amend the Preliminary Plan to allow for an approximately 46,000 sq. ft. retail expansion at the Village shopping center and modifications of the Gravel Lot for parking purposes, including parking associated with commercial uses at the Village.

In order to make a decision on the Preliminary Plan Amendment and the project the Town Council must determine if the project is consistent or not with certain findings specified in CMMC 18.18.040. Some of the preliminary plan findings are more applicable to the proposed project than others, such as whether the project exceeds the capacity of the land in terms of density and would the project cause the local streets and intersections to exceed capacity. At completion the project the Village will have a FAR of 0.38 while the maximum allowed FAR pursuant to the General Plan is 0.47. As part of the DEIR, the project’s impacts to traffic were assessed and it was determined that with mitigation the project would not have a significant impact on the local streets and intersections. As another example, the project also meets the findings with regard to construction timing and availability of infrastructure and consistency with the General Plan as described above. A complete discussion of all of the required findings can be found in Resolution #56-2017 (Attachment 3).

**Precise Plan Amendment and Design Review Discussion**

The Precise Plan Amendment includes all the information required for a Design Review application. This information is provided in the attached project description and plan set. (Attachments 7 – Project Description and Attachment 14 - Plan Set). The Design Review elements of this application are the construction of the ±46,000 sq. ft. RH Gallery Building, the reconfiguring the existing main parking lot of The Village for improved access and more consistent parking, modifications to the east entry plaza and modifications of the Gravel Lot. Landscaping and lighting for all of these elements are also included.

The RH Gallery Store has been placed just east of the east entry plaza on the site for the convenience of shoppers and to integrate with the existing buildings. By placing the building approximately 75 feet from the east entry plaza, pedestrian access will be more efficient and safer than if the building was located farther east into the existing parking lot. The project also includes sidewalks around the building and crosswalks to the existing plaza. The proposed location of the building will remove 195 convenient parking spaces from one area of the Village adjacent to the east entry; however, given that the center is surrounded by parking, there will still be sufficient close convenient parking at other locations throughout the Village. Furthermore, staff has observed that the northern parking areas, adjacent to Nordstroms, often have higher occupancy than the center of the lot, indicating that the most desired parking spaces will not be removed.
Because the site has been fully developed as a shopping center for many decades no natural vegetation will be removed and the grading required will not require the removal of substantial land forms. Grading and importing of soil will be necessary to install proper soil for construction and raise the pad of the building to meet flood plain requirements. Construction will require 35 trees to be removed from the shopping center parking lot where the new RH 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).

Because there are no residences in the area of the project, it will not adversely affect the views, sunlight, or privacy of residential properties. The proposed 46 foot tall two-story building with a roof top loft will be in scale with the existing buildings in the center. The Nordstrom building has a maximum height of 46 feet to the top of the mechanical screening and the two other buildings facing the east entry have heights of approximately 34 feet. The majority of the building mass of the proposed building would be no higher than 33' 9" at the top of the parapet wall on the second story, and would therefore, respect the scale of the surrounding structures. The view from the east entry plaza looking east to the bay will be obstructed by the new building; however the view to the east will still be available to patrons of the Gallery Building and the general public via the roof top loft. Views toward the Bay would still be visible from three of the four sides of the RH building and several other areas of the Village. Furthermore, the view of Mount Tamalpais looking west from the area between the new building and the Bay Trail will be partially to completely visible depending on how far one is east of the new building and any loss of views would be momentary in nature as no designated viewing areas, or other areas intended for pause exist along Redwood Hwy or the levee paths. Refer to plan Sheet A2.5 and DEIR Figure 3.1-2b.

The store architecture will be of high quality and in keeping with the look and feel of the surrounding regional center. The Project’s landscaping designs incorporate water-saving designs and plants. See Plan Sheets RH-L1 – RH-L6, which illustrates, for the new store, the landscaping enhancements at grade, the second floor terraces and the roof-top plaza.

The design review elements of the Gravel Lot consist of landscaping and lighting. The project’s plan set and application materials include a landscape plan for the Gravel Lot (Sheet L2), photometric plan and lighting cut sheets.

A complete analysis of all of the design review findings can be found in Resolution #56-2017(Attachment 3).

Parking Analysis Based on Demand

In addition to providing the required number of parking spaces pursuant to the CMMC, a comprehensive and detailed parking demand analysis was also provided by Fehr and Peers Transportation Consultants on June 16, 2017 in order to provide additional information supporting the adequacy of the proposed parking plan. The analysis provides a summary of the current parking situation; the Town’s parking requirements and several methods of assigning parking demand for weekdays, weekends and holidays.
Estimates of parking demand for the Project during both typical and holiday peak conditions (e.g. Thanksgiving and Christmas holiday seasons) were developed based on two methods: observed parking occupancy at the Village (i.e. empirical method) and parking demand rates published by the Urban Land Institute (ULI) and Institute of Transportation Engineers (ITE).

The rates from ULI and ITE are based on surveys conducted at shopping centers throughout the United States. The estimated demand for each method was compared to the proposed maximum parking supply of 455 spaces. In addition, the parking occupancy of the entire Village was calculated for each method based on the revised total parking supply with the Project in place.

A comparison of the demand rates from the three different sources is provided in the table below. The empirical parking demand rate is similar with both published sources for typical weekday conditions but is higher under typical weekend and holiday peak weekday and weekend conditions, which suggests that this empirical rate is appropriate for estimating parking demand generated by the Proposed Project.

The table below summarizes the comparison of the Project’s estimated parking demand with the proposed supply under each of the three methods (empirical, ULI, and ITE) for typical conditions. There is a comparison of how the Project specific supply (455 spaces) compares to the estimated demand (plus existing space replacement), as well as a comparison of the Village supply (2,062 spaces) to the estimated demand for the Village as a whole using the three types of demand rates. One conclusion the report provides is that after construction of the proposed project, the parking supply will exceed the parking demand from between 140 to 637 spaces during non-holiday period.

**TABLE 3: PROPOSED PROJECT PARKING SUPPLY - TYPICAL CONDITIONS**

<table>
<thead>
<tr>
<th></th>
<th><strong>EMPirical DEMAND RATE</strong></th>
<th><strong>ULI DEMAND RATE</strong></th>
<th><strong>ITE DEMAND RATE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weekday</td>
<td>Weekend</td>
<td>Weekday</td>
</tr>
<tr>
<td><strong>Demand vs. Proposed Supply (Proposed Project Only)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Base Demand</strong></td>
<td>118 spaces</td>
<td>154 spaces</td>
<td>115 - 129 spaces</td>
</tr>
<tr>
<td><strong>Effective Demand (90% Occupancy Tolerance)</strong></td>
<td>132 spaces</td>
<td>172 spaces</td>
<td>128 - 144 spaces</td>
</tr>
<tr>
<td><strong>Effective Demand Plus Existing Space Replacement (166 spaces)</strong></td>
<td>298 spaces</td>
<td>338 spaces</td>
<td>294 - 310 spaces</td>
</tr>
<tr>
<td><strong>Proposed Project Parking Supply</strong></td>
<td>455 spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Surplus Supply</strong></td>
<td>+157 spaces</td>
<td>+117 spaces</td>
<td>+145 to 161 spaces</td>
</tr>
<tr>
<td><strong>Demand vs. Supply (Village)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Base Demand</strong></td>
<td>1,324 spaces</td>
<td>1,729 spaces</td>
<td>1,262 - 1,428 spaces</td>
</tr>
<tr>
<td><strong>Effective Demand (90% Occupancy Tolerance)</strong></td>
<td>1,472 spaces</td>
<td>1,922 spaces</td>
<td>1,425 - 1,587 spaces</td>
</tr>
<tr>
<td><strong>Proposed Parking Supply</strong></td>
<td>2,062 spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Surplus/Deficit</strong></td>
<td>+590 spaces</td>
<td>+140 spaces</td>
<td>+475 - 637 spaces</td>
</tr>
</tbody>
</table>

Notes:
1. Empirical parking demand rates are based on parking occupancy counts conducted at the Village in October 2011.
2. ULI parking demand rates are taken from Parking Requirements for Shopping Centers, 2nd Ed., (Washington, D.C.: ULI—the Urban Land Institute, 1998) and have an adjustment factor of 60% for the month of October.
3. ITE demand rates are based on average peak period parking demand under land use code 820.
4. The base demand assumes full occupancy of the Village space (475 ksf) plus the Proposed Project (48 ksf). At the time of the 2015 counts, the occupied size of the Village was 457 ksf.


Source: Fehr and Peers, Memorandum: The Village at Corte Madera Expansion: Parking Analysis, June 16, 2017
Conditional Use Permit Discussion

A CUP is being applied for so that a café with a 5,800 square foot serving area including food preparation area, furniture displays, and café seating for approximately 150 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 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 located 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 approximately the same hours as the RH Gallery.

Development Agreement

If the Town Council is able make the findings for the General Plan Amendment and the Zoning Ordinance Amendment described and analyzed above, then the Council should be able to make the five Development Agreements Findings above. An analysis of the required findings to approve the Development Agreement can be found in Ordinance 973 (Attachment 5).

PUBLIC OUTREACH AND PUBLIC COMMENTS SUBMITTED

The Town website posted the “Village at Corte Madera Expansion Project (Restoration Hardware)” project page shortly after the application was filed back in 2015. This page contains the project application, the project description, staff reports, plan sets and all of the CEQA documents and notices produced for this project in accordance with CEQA Guidelines Section 15088. All of the written comments that the Town has received as of Tuesday, November 28, 2017 at 5pm. are on the Town’s website under the Project page http://www.townofcortemadera.org/563/Village-Expansion-Project-Restoration-Ha either with responses (FEIR) if they were submitted prior to November 7, 2017 or under the public comment section of the Project page. All comments submitted after Tuesday, November 28, 2017 at 5pm will be posted on the website as soon as possible.

Outreach by Restoration Hardware

In October 2014 through January 2015, Restoration Hardware (RH) and Corte Madera Village LLC (CMV) met with various Town of Corte Madera staff to discuss the Project's initial concept design. On February 9, 2015, RH and CMV also provided a presentation of the Project at the Corte Madera Community Foundation and received community input. Following these initial meetings, RH and CMV submitted applications to the
Town on June 19, 2015 and soon after, held several progress meetings with Town staff to receive input on these preliminary applications. Based on the Town’s input, RH and CMV updated and resubmitted the applications on August 21, 2015. After submitting the revised applications, RH and CMV presented the proposed Project to the Flood Control Board meeting on September 14, 2015; the Beautification Committee on September 23, 2015; and the Chamber of Commerce on October 6, 2015. On October 22, 2015, RH and CMV held an open house event for the community at the existing Restoration Hardware Store at The Village to present the Project and receive public input.

RH has also met with the following local organizations in during the application process:

- Marin Audubon Society
- The Bay Trail
- Lion’s Club
- Bicycle and Pedestrian Advisory Committee
- Parks and Recreation Commission
- Twin Cities Age Friendly

Planning Commission Meeting – November 14, 2017

The November 14, 2017 Planning Commission Public Hearing was noticed through the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, hard copy mailings sent to all properties within 300’ of the project, the Marin Independent Journal, the town reader board and a posting on NextDoor.com. The public hearing was divided into three sections – general overview, the RH Gallery and the Gravel Lot. The public was invited to comment after the presentations regarding the RH Gallery and then the Gravel Lot. The Commission heard a summary of the staff report from town staff, the project manager of the EIR, the consultant who produced the transportation section of the EIR and finally the Town Manager provided a summary of the development and ownership of the Gravel Lot as well as the drafting of the Development Agreement by town staff, town legal counsel, the applicants and the Town Council. The applicants then made presentations on both the RH Gallery and the Gravel Lot improvements. Following the presentation on the RH Gallery the majority of public comments were made. Most of the concerns expressed by the public focused on the size and location of the building and the loss of convenient parking spaces. Also individuals spoke in favor of the project sighting its economic benefits to the Village and to Corte Madera. Following the presentations and all of the public comment and questions and answers to staff and the applicant, the Commission deliberated and was unanimous (5-0) in their decision to forward Resolution 17-022 (Attachment 9) to the Town Council recommending certification of the EIR and approval of all the requested entitlements. A video of the entire November 14, 2017 Planning Commission Meeting can be viewed on the Town’s website. The Planning Commission packet including the staff report, all attachments and project plans are also available on the Town’s website.

CONCLUSION

The application for a General Plan Amendment and Rezoning of the Gravel Lot, Preliminary and Precise Plan Amendments for retail expansion and modifications to the Gravel Lot, Design Review for retail expansion and
modifications to the Gravel Lot, a CUP for a café and a Development Agreement to improve and maintain the Gravel Lot and establish rights and obligations to use the Gravel Lot as parking for The Village have all been reviewed by town staff and a team of environmental professionals. The potential environmental impacts of the project were evaluated as required by the CEQA process. The EIR concluded that the project would not have significant impacts on the environment with the implementation of the required mitigation measures. The project is consistent with the purpose and intent of the Town’s General Plan and Zoning Ordinance. The proposed amendments to the General Plan, Zoning Ordinance Preliminary and Precise Plan will result in overall benefits to the physical and economic environments of the Town of Corte Madera. The new retail store and renovated Gravel Lot are in scale with the existing buildings and the natural environment. The campus buildings have been designed in a way that fits the site and the colors and materials make the project compatible with existing campus buildings. The views, sunlight, and privacy of adjacent residences would not be significantly impacted by the project and the project is consistent with the existing pattern of development.

COUNCIL OPTIONS

Option A

Adopt and/or modify the follow resolutions:
1) Resolution #54/2017 – EIR
2) Resolution #55/2017 – General Plan Amendment
3) Resolution #56/2017 - Preliminary Plan Amendment, Precise Plan Amendment, Design Review (Includes Conditions of Approval)
4) Resolution #57/2017 Conditional Use Permit Application (also Includes Conditions of Approval)

Introduce and/or modify the following ordinances:
1) Ordinance #973 - Development Agreement
2) Ordinance #974 - Rezoning

Option B

If additional information and/or additional time for deliberations are needed, continue the public hearing to a date certain.

Option C

If the Council is unable to make the required findings to approve the project, direct staff to prepare a resolution denying the above resolutions and ordinances including the basis for the denial.
ATTACHMENTS:
1. Resolution #54/2017 – Environmental Impact Report (Includes Statement of Findings and Mitigation Monitoring Program)
2. Resolution #55/2017 – General Plan Amendment
3. Resolution #56/2017 - Preliminary Plan Amendment, Precise Plan Amendment, Design Review
4. Resolution #57/2017 Conditional Use Permit
5. Ordinance #973 - Development Agreement and Non-Exclusive Parking Easement
6. Ordinance #974 - Rezoning
7. Applicant’s Project Description
8. Written comments received after the close of the DEIR comment period (August 25, 2017) to Wednesday, November 29, 2017 at 5pm.
9. Planning Commission Resolution 17-022
10. November 14, 2017 Planning Commission Staff Report (without attachments, attachments are available on the Town’s website under the Project page http://www.townofcortemadera.org/563/Village-Expansion-Project-Restoration-Ha. );
11. November 14, 2017 Planning Commission Minutes
12. Draft Environmental Impact Report (DEIR)
TO: TOWN MANAGER, MAYOR AND COUNCIL MEMBERS
FROM: PHIL BOYLE, SENIOR PLANNER
SUBJECT: CORRECTION OF ASSESSOR PARCEL NUMBER FOR THE GRAVEL LOT

***************

After copying the Council Packet for the December 5, 2017 item on the Village at Corte Madera Restoration Hardware Expansion Project, staff discovered an error the Assessor Parcel Number for the Gravel Lot. The Correct Assessor Parcel Number should be 024-023-019.
Resolution #54/2017
Environmental Impact Report
(Includes Statement of Findings and Mitigation Monitoring Program)
RESOLUTION NO. 54/2017

ENVIRONMENTAL IMPACT REPORT

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA CERTIFYING AN ENVIRONMENTAL IMPACT REPORT (EIR) FOR THE VILLAGE AT CORTE MADERA RESTORATION HARDWARE EXPANSION PROJECT AND MAKING FINDINGS, INCLUDING ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY REVIEW ACT (CEQA) GUIDELINES SECTIONS 15090 AND 15091

WHEREAS, on June 19, 2015, Corte Madera Village, LLC and Restoration Hardware ("The Applicants") submitted an application for The Village at Corte Madera Restoration Hardware Expansion Project ("The Project") which contained a General Plan Amendment, Rezoning, Preliminary Plan Amendment, Precise Plan Amendment and Design Review to construct a ±52,000 sq. ft. two-story RH Gallery with an open roof top courtyard and improve the Town owned Gravel Lot located on Redwood Highway northeast of the Village at Corte Madera eastern parking lot (APN-024-03-019) (Gravel Lot) to the north east of the Village; and

WHEREAS, on October 6, 2015, the Town Council, during a public business item, approved a contract with the Environmental Consulting Firm of GHD ("GHD") to prepare Phase 1 of the Environmental Impact Report for the Project; and

WHEREAS, on October 20, 2015, the Town Council, during a public business item, approved Resolution 41/2015 giving authorization to proceed with discussions and/or real estate negotiations with Macerich (a property owner at the Village shopping center) regarding potential sale, lease or other disposition of the Gravel Lot and approval of Resolution No. 42/2015 approval of an access agreement to allow Corte Madera Village, LLC access for inspection and testing of the Gravel Lot; and

WHEREAS, on February 2, 2016, the Town Council, during a public business item, approved a contract with GHD to prepare Phase 2 of the Environmental Impact Report and authorized further negotiations with Macerich for the use of the Gravel Lot for shopping center parking; and

WHEREAS, on October 25, 2016, a Notice of Preparation (NOP) for the Project EIR was filed with the State Clearinghouse and the public comment period (October 25, 2016 to November 30,2016) regarding the scope of work for the proposed EIR commenced; this comment period was notice via: the Town’s website, the email list of individuals who had commented on or signed up for notification of this particular project, in the Marin Independent Journal, and to properties within 300 feet of the Project; and
WHEREAS, from October 25, 2016 to November 30, 2016, the Town received public comments regarding the scope of work for the proposed EIR for the Project; and

WHEREAS, on November 17, 2016, a scoping meeting which was noticed via: the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, the Marin Independent Journal, all properties within 300’ of the project and the town reader board was held at the Town Hall to receive input from the public on the scope of work proposed by GHD for the EIR; and

WHEREAS, on December 20, 2016, the applicants revised their application, based on feedback from the community, to include a reduction in the size of the proposed building by approximately 7,000 square feet, a reduction in height by 6 feet, the addition of a café, and changes in the design elements to complement the surrounding views; and

WHEREAS, on March 21, 2017, the Town Council, during a public meeting, endorsed a proposed term sheet for a non-exclusive easement and development agreement to allow for Corte Madera Village, LLC to improve the Town’s Gravel Lot and utilize resulting parking spaces for required parking for the Village at Corte Madera, including a potential Restoration Hardware Expansion project and provided direction and authorization to Town staff to draft the non-exclusive easement and development agreement consistent with the term sheet; and

WHEREAS, on July 12, 2017, a Notice of Completion (NOC) for the Project Draft Environmental Impact Report (DEIR) was filed with the State Clearinghouse and the public comment period (July 12, 2017 to August 25, 2017) regarding the DEIR commenced; this comment period was noticed via: the Town’s website, the email list of individuals who had commented on or signed up for notification of this particular project, in the Marin Independent Journal, and to properties within 300 feet of the Project; and

WHEREAS, on August 8, 2017, the Planning Commission, during a public hearing, which was noticed via: the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, the Marin Independent Journal, hard copy mailings sent to all properties within 300’ of the project, the town reader board and a posting on NextDoor.com, received comments on the DEIR; and

WHEREAS, on October 16, 2017 notices announcing the display of story poles and supplemental information to aid in understanding the physical location and scale of the proposed Project, were posted on the Town’s website and sent to the email list of individuals who have commented on or signed up for notification of this particular project. Additional signage and information regarding the story poles was also made available at the project site; and

WHEREAS, on November 1, 2017, copies of the FEIR were sent to those public agencies who commented on the Draft EIR in accordance with CEQA Guidelines Section 15088; and
WHEREAS, also on November 1, 2017, the public was notified of the availability of the FEIR and the November 14, 2017 Planning Commission public hearing via: the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, hard copy mailings sent to all properties within 300’ of the project, the town reader board and a posting on NextDoor.com; and

WHEREAS, on November 3, 2017, additional notice of the November 14, 2017 Planning Commission public hearing, availability of the FEIR, and extension of story pole viewing period was posted as a News Flash item on the Town’s website; and

WHEREAS, on November 4, 2017, a notice announcing the November 14, 2017 Planning Commission public hearing was posted in the Marin Independent Journal; and

WHEREAS, on November 14, 2017, the Planning Commission held a public hearing on the Environmental Impact Report, the applications for a General Plan Amendment, Rezoning, Preliminary Plan Amendment, Precise Plan Amendment, Design Review, Conditional Use Permit, and a Development Agreement; and

WHEREAS, also on November 14, 2017, the Planning Commission unanimously approved Resolution 17-022, by a vote of 5-0, and thereby forwarded a recommendation to the Town Council to: 1) certify the Environmental Impact Report for the Project, 2) approve the General Plan Amendment to change the land use designation of the Gravel Lot from Wetlands and Marshlands to Mixed-Use Region-Serving Commercial, 3) approve the Rezoning of the Gravel Lot from Parks, Open Space and Natural Habitat to Regional Shopping (C-2), 4) approve the Preliminary Plan Amendment for retail expansion and improvements to the Gravel Lot, 5) approve the Precise Plan Amendment for a new approximately 46,000 square foot retail store and café, modifications to the Village east entry plaza, and modifications to the Gravel Lot, 6) approve the Design Review application for a new approximately 46,000 square foot retail store and café, modifications to the Village east entry plaza, and modifications to the Gravel Lot, 7) approve the Conditional Use Permit for a café within the Regional Shopping District (C-2), and 8) approve the Development Agreement between the Town of Corte Madera and Macerich; and

WHEREAS, on November 17, 2017, notices were sent and posted announcing the December 5, 2017 Town Council public hearing; notices were sent via: the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, hard copy mailings sent to all properties within 300’ of the project, the town reader board and a posting on NextDoor.com; and

WHEREAS, on November 25, 2017, a notice announcing the December 5, 2017 public hearing was posted in the Marin Independent Journal; and

WHEREAS, on December 5, 2017, the Town Council held a public hearing on the Environmental Impact Report, the applications for a General Plan Amendment, Rezoning, Preliminary Plan Amendment, Precise Plan Amendment, Design Review, Conditional Use
Permit, and a Development Agreement; and

WHEREAS, a Statement of Findings, Facts Pursuant to the California Environmental Quality Act in Support of Adoption of the Village at Corte Madera Expansion Project Findings of Fact are included in this resolution (Exhibit A); and


NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Town Council of the Town of Corte Madera does hereby find and resolve as follows:

1. Recitals

   The foregoing recitals are true and correct and are incorporated into the findings herein.

2. Record

   The Record of Proceedings ("Record") upon which the Town Council makes its recommendation includes, but is not limited to: (1) the 2009 General Plan, (2) the FEIR certified for the 2009 General Plan, including the appendices and technical reports cited in and/or relied upon in preparing the FEIR, (3) all staff reports, Town files and records and other documents prepared for and/or submitted to the Town Council relating to the Village at Corte Madera Restoration Expansion Project Application including the EIR prepared to evaluate the environmental effects of the Project (4) the recommendation of the Planning Commission (5) all documentary and oral evidence received at public hearings or submitted to the Town relating to the Project EIR, and (6) all matters of common knowledge to the Town Council and the Town, including, but not limited to, Town, state, and federal laws, policies, rules, regulations, reports, records and projections related to development within the Town and its surrounding areas._The location and custodian of the Record is the Planning Director of the Town of Corte Madera, 300 Tamalpais Drive, Corte Madera, CA 94925._

3. Compliance with the California Environmental Quality Act (CEQA)

   Pursuant to the California Environmental Quality Act, Public Resources Code Section 21000 et seq. ("CEQA"), 14 California Code of Regulations, and Section 15000 et seq. ("CEQA Guidelines"), the Town Council hereby makes the findings set forth below. These Findings are based on the entire record identified above (#2).
Findings

Based on a review of the entire record, the Council finds that the EIR reflects the independent judgment of the Town as lead agency. The Council has exercised independent judgment in accordance with CEQA Section 21082.1(c)(3) in retaining its own environmental consultant, directing the consultant in preparing the EIR, and reviewing, analyzing, and revising material prepared by the consultant.

A. Findings Required under CEQA

The mandate and principles set forth in Public Resources Code section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving a project for which an EIR is required. This mandate to adopt findings is found in Public Resources Code section 21081, subdivision (a), and CEQA Guidelines section 15091, subdivision (a). For each significant environmental effect identified in an EIR prepared for a proposed project, the approving agency must issue a written finding reaching one or more of three permissible conclusions. The three possible findings are:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the final EIR.

2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by that other agency.

3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

(Pub. Resources Code, § 21081, subd. (a); see also CEQA Guidelines, § 15091, subd. (a).) "[F]easible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors." (CEQA Guidelines, §15364.)

B. Findings Regarding Impacts that Remain Significant after Mitigation

The EIR did not identify any significant unavoidable impacts. All potentially significant environmental impacts identified will be mitigated to a less-than-significant level with the incorporation of mitigation.

C. Findings and Recommendations Regarding Potentially Significant Impacts that Are Avoided or Reduced to Less-than-Significant by Mitigation

The EIR identified 19 significant impacts that, with mitigation, can be reduced to less-than-significant levels. Table 1, included in Exhibit A, lists the 19 significant impacts, mitigation that reduces each impact, and the findings. Table 1 does not describe the full analysis of each environmental impact contained in the Draft and Final EIR. Instead, Table 1 provides a summary description of each impact, the applicable mitigation measures identified in the Draft and Final EIR, and states the Town’s findings on the significance of each impact after imposition of the adopted mitigation measures. A full explanation of these environmental findings and conclusions are contained in the Draft and Final EIR, and these findings incorporate the discussions and analyses in those documents supporting the Final EIR’s determinations.
regarding mitigation measures and the Projects’ impacts and mitigation measures designed to address those impacts. Each proposed mitigation measure discussed in this section of the findings is assigned a title correlating it with the environmental category used in the Mitigation Monitoring and Reporting Program included in Exhibit B.

This Council finds that all potentially significant impacts of this project listed below can and will be mitigated, reduced, or avoided by implementation of mitigation measures. Specific findings of this Council for each category of such impacts are set forth below in this section.

Here, as set forth below, the Council hereby finds, pursuant to CEQA Section 21081, that the following potential environmental impacts can and will be mitigated to below a level of significance, based upon the implementation of the mitigation measures recommended in the EIR.

In making these Findings, the Town Council ratifies, adopts and incorporates into these findings, the analyses and explanations in the Draft and Final EIR and, ratifies, adopts and incorporates in these findings the determinations and conclusions of those documents relating to the environmental impacts and mitigation measures for the Project.

D. Findings Regarding Alternatives to the Project

CEQA and the CEQA Guidelines require that an EIR “describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project, but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives” (CEQA Guidelines Section 15126.6[a]). In addition, “public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects” (CEQA Section 21001).

Based on the impact analysis and adopted mitigation measures, all significant effects of the Project will be mitigated to a less-than-significant level. While CEQA requires the Town Council to consider project alternatives that would reduce any impacts to less-than-significant levels, the proposed Project reduces impacts to less-than-significant levels through the imposition of feasible mitigation measures, and therefore adoption of an alternative is not required. An EIR is not required to evaluate project alternatives that do not meet most of the Project objectives.

The Project objectives are:

1. Expand The Village by 46,000 square feet, consistent with the Town of Corte of Madera General Plan 2009, with a commercial space inclusive of a cafe and roof-top scenery loft.

2. Improve the gravel parking lot across Redwood Highway by paving, landscaping, and lighting the area using low-impact development elements to promote a more convenient and safe use that is consistent with the existing uses of the gravel lot.

3. Build a retail space large enough to operate as a design gallery, rather than a regular retail store.

4. Promote the community's economic development and enhance the Town's tax base by supporting the continued evolution and relevance of The Village to provide a first-class shopping and dining experience.
5. Allow the Town to retain ownership of the gravel lot, while eliminating costs associated with liability, maintenance, security, and potential required future improvements.

The EIR evaluated two alternatives to the Project: the No Project Alternative (Alternative 1) and the Structured Parking Alternative (Alternative 2). The No Project Alternative consists of two possible conditions identified as Option 1a and Option 1b. Under Option 1a, no action would be taken by the Town, and the existing conditions at both The Village and the gravel lot would continue to occur in the future. Option 1b of the No Project Alternative would consist of the reasonably foreseeable condition that would result from buildout of the current plans that is also consistent with available infrastructure and services. Therefore, Option 1b of the No Project Alternative would consist of a 46,000 square-foot retail building, a separate three-story parking structure, and no development at the gravel lot. Under the Structured Parking Alternative (Alternative 2), a 46,000 square-foot retail expansion, including the ancillary improvements such as utilities, storm water, and landscaping, would occur; however, the gravel lot would not be improved.

Option 1a of the No Project Alternative does not meet any of the objectives of the Project, in that it would maintain the existing condition without additions or improvements to either The Village or the gravel lot. Option 1b of the No Project Alternative would fulfill most of the basic Project objectives, although it would not improve the gravel parking lot for increased convenience and safety and would not allow the Town to eliminate costs associated with continued ownership of the gravel lot.

Similar to Option 1b, Alternative 2, the Structured Parking Alternative, would fulfill most of the basic Project objectives, although it would not improve the gravel parking lot for increased convenience and safety and would not allow the Town to eliminate costs associated with continued ownership of the gravel lot.

Option 1a of the No Project Alternative does not meet most of the Project objectives, and, for this reason, is rejected.

The EIR found that the Project, Option 1b of the No Project Alternative, and Alternative 2 would have very similar environmental impacts after mitigation, and none is environmentally superior to the others. As discussed in Chapter 4 of the Draft EIR, the Project would fulfill all of the Project objectives; however, the two alternatives would not improve the gravel lot to increase convenience and safety and would not allow the Town to eliminate costs associated with future maintenance, security, liability, and any future improvements needed at the facility. CEQA Guidelines Section 15021(a)(2) states that a public agency should not approve a project as proposed if there are feasible alternatives or mitigation measures that would substantially lessen any significant effect that a project would have on the environment. The Project incorporates feasible mitigation measures that substantially lessen all environmental effects of the Project.

The Town Council hereby finds that the Option 1a of the No Project Alternative does not meet most of the Project objectives, and that Option 1b of the No Project Alternative and Alternative 2 do not substantially lessen environmental impacts beyond those identified for the Project. The data to support the substantial evidence to support these conclusions is found in the Alternatives Description and Analysis section of the EIR (Chapter 4).
4. Mitigation Monitoring and Reporting Program (MMRP)

Further, the Town Council hereby adopts the MMRP, attached hereto as Exhibit B, pursuant to Public Resources Code Section 21081.6, which program is designed to ensure compliance with the mitigation measures imposed to avoid or substantially lessen the significant effects identified in the EIR.

5. Certification

Pursuant to CEQA Guidelines Section 15090, the Town Council certifies that:

The EIR was prepared in accordance with the California Environmental Quality Review Act.

1. The Town Council has considered the proposed EIR, together with all public comments received during the public review process and based on the whole record, does not find substantial evidence that the project will have a significant effect on the environment.

2. The EIR reflects the lead agency’s independent judgment and analysis.

3. Pursuant to §21081.6(a)(2) of the Public Resources Code, the Corte Madera Planning Department, located at 300 Tamalpais Drive, Corte Madera, CA, is the custodian and location of the documents and other materials that constitute the record of proceedings upon which the Town Council’s decision memorialized in this Resolution is based.

**I HEREBY CERTIFY** that the foregoing resolution was duly and regularly adopted by the Town Council of Corte Madera at a regular meeting held on the 5th day of December 2017, by the following vote, to wit:

**AYES:** Councilmembers:

**NOES:** Councilmembers:

**ABSENT:** Councilmembers:
Diane Furst, Mayor

ATTEST:

Rebecca Vaughn, Town Clerk

*****************

Attachments:
1. Exhibit A: Table 1 Findings of Fact for Impacts Avoided or Reduced with Incorporatin of Mitigation.
2. Exhibit B – Mitigation and Monitoring Program (MMRP).
EXHIBIT A

STATEMENT OF FINDINGS, FACTS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT IN SUPPORT OF ADOPTION OF THE VILLAGE AT CORTE MADERA EXPANSION PROJECT

FINDINGS OF FACT

Pursuant to the California Environmental Quality Act, Public Resources Code Section 21000 et seq. ("CEQA"), 14 California Code of Regulations, and Section 15000 et seq. ("CEQA Guidelines"), the Town Council hereby makes the findings set forth below. These Findings are based on the entire record including the Environmental Impact Report ("EIR") prepared by the Town of Corte Madera ("Town") for the Village at Corte Madera Expansion Project ("Project"). The EIR consists of a Draft EIR (July 2017) and Final EIR - Response to Comments (November 2017). The EIR provides the substantial evidence for these findings and is incorporated by reference. The EIR is available for review at the Town of Corte Madera Planning Department and also on the Town's website at http://www.townofcortemadera.org/5634/Village-Expansion-Project-Restoration-Ha.

INDEPENDENT JUDGMENT

The Town retained the services of GHD, an independent consultant, to prepare the CEQA documents for the project. The EIR was prepared under the supervision and direction of Adam Wolff, current Planning Director and Phil Boyle, Senior Planner.

FINDINGS

Based on a review of the entire record, the Council finds that the EIR reflects the independent judgment of the Town as lead agency. The Council has exercised independent judgment in accordance with CEQA Section 21082.1(c)(3) in retaining its own environmental consultant, directing the consultant in preparing the EIR, and reviewing, analyzing, and revising material prepared by the consultant.

A. Findings Required under CEQA

The mandate and principles set forth in Public Resources Code section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving a project for which an EIR is required. This mandate to adopt findings is found in Public Resources Code section 21081, subdivision (a), and CEQA Guidelines section 15091, subdivision (a). For each significant environmental effect identified in an EIR prepared for a proposed project, the approving agency must issue a written finding reaching one or more of three permissible conclusions. The three possible findings are:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the final EIR.

2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by that other agency.

3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

(Pub. Resources Code, § 21081, subd. (a); see also CEQA Guidelines, § 15091, subd. (a)) 

"Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking
into account economic, environmental, social, legal, and technological factors." (CEQA Guidelines, § 15364.)

B. Findings Regarding Impacts that Remain Significant after Mitigation

The EIR did not identify any significant unavoidable impacts. All potentially significant environmental impacts identified will be mitigated to a less-than-significant level with the incorporation of mitigation.

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The EIR identified 19 significant impacts that, with mitigation, can be reduced to less-than-significant levels. Table 1, below, lists the 19 significant impacts, mitigation that reduces each impact, and the findings. Table 1 does not describe the full analysis of each environmental impact contained in the Draft and Final EIR. Instead, Table 1 provides a summary description of each impact, the applicable mitigation measures identified in the Draft and Final EIR, and states the Town’s findings on the significance of each impact after imposition of the adopted mitigation measures. A full explanation of these environmental findings and conclusions are contained in the Draft and Final EIR, and these findings hereby incorporate by reference the discussions and analyses in those documents supporting the Final EIR’s determinations regarding mitigation measures and the Projects’ impacts and mitigation measures designed to address those impacts. Each proposed mitigation measure discussed in this section of the findings is assigned a title correlating it with the environmental category used in the Mitigation Monitoring and Reporting Program included in Exhibit B.

This Council finds that all potentially significant impacts of this project listed below can and will be mitigated, reduced, or avoided by implementation of mitigation measures. Specific findings of this Council for each category of such impacts are set forth below in this section.

Here, as set forth below, the Council hereby finds, pursuant to CEQA Section 21081, that the following potential environmental impacts can and will be mitigated to below a level of significance, based upon the implementation of the mitigation measures recommended in the EIR.

In making these Findings, the Town Council ratifies, adopts and incorporates into these findings, the analyses and explanations in the Draft and Final EIR and, ratifies, adopts and incorporates in these findings the determinations and conclusions of those documents relating to the environmental impacts and mitigation measures for the Project.

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The Town Council hereby finds that the Option 1a of the No Project Alternative does not meet most of the Project objectives, and that Option 1b of the No Project Alternative and Alternative 2 do not substantially lessen environmental impacts beyond those identified for the Project. The data to support the substantial evidence to support these conclusions is found in the Alternatives Description and Analysis section of the EIR (Chapter 4).
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<thead>
<tr>
<th>Environmental Impact</th>
<th>Mitigation Measure(s) Reducing Impact to Less than Significant</th>
<th>Findings of Fact</th>
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<tbody>
<tr>
<td><strong>Aesthetics</strong></td>
<td></td>
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<tr>
<td>AES-3: Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?</td>
<td>AES-1: Reduce Nighttime Lighting</td>
<td>The Town Council hereby finds that requiring the applicant to reduce or prevent unnecessary nighttime lighting, and spill of light onto adjacent properties in accordance with the specifications set forth in the Mitigation Measure, is feasible. The Mitigation Measure has been adopted. The Town Council further finds that changes or alterations will be required in, or incorporated into the Project, which would avoid or substantially lessen the significant environment effect, as identified in the EIR. (See Section 3.1 Aesthetics and Visual Resources, of the Draft EIR)</td>
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<tr>
<td><strong>Air Quality</strong></td>
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<tr>
<td>AQ-2: Would the project violate an air quality standard or contribute substantially to an existing or projected air quality violation, or result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors?)</td>
<td>AQ-2: Implement BAAQMD Basic Construction Measures</td>
<td>The Town Council hereby finds that requiring the applicant to implement BAAQMD Basic Construction Measures, where applicable, in accordance with the specifications set forth in the Mitigation Measure, is feasible. The Mitigation Measure has been adopted. The Town Council further finds that changes or alterations will be required in, or incorporated into the Project, which would avoid or substantially lessen the significant environment effect, as identified in the EIR. (See Section 3.2 Air Quality, of the Draft EIR)</td>
</tr>
<tr>
<td><strong>Biological Resources</strong></td>
<td></td>
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<tr>
<td>BIO-1: Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California</td>
<td>BIO-1a: Protect Salt Marsh Harvest Mouse Bio-1b: Protect Nesting Raptors and Migratory Birds AES-1: Reduce Nighttime Lighting HWQ-1: Manage Stormwater during Construction HWQ-2: Manage Construction Dewatering Discharges</td>
<td>The Town Council hereby finds that requiring the applicant to conduct site-specific surveys and incorporate measures to protect special-status species, in accordance with the specifications set forth in the Mitigation Measures, is feasible. The Mitigation Measures have been adopted. The Town Council further finds that changes or alterations will be required in, or incorporated into the Project, which would...</td>
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<td>Environmental Impact</td>
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<tr>
<td>Department of Fish and Wildlife or U.S. Fish and Wildlife Service?</td>
<td>HWQ-3: Implement Post-construction Stormwater Requirements</td>
<td>avoid or substantially lessen the significant environment effect, as identified in the EIR. (See Section 3.3 Biological Resources, of the Draft EIR)</td>
</tr>
<tr>
<td>BIO-2: Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?</td>
<td>BIO-1a: Protect Salt Marsh Harvest Mouse&lt;br&gt;AQ-2: Implement BAAQMD Basic Construction Measures&lt;br&gt;HWQ-1: Manage Stormwater during Construction&lt;br&gt;HWQ-2: Manage Construction Dewatering Discharges&lt;br&gt;HWQ-3: Implement Post-construction Stormwater Requirements</td>
<td>The Town Council hereby finds that requiring the applicant to implement the mitigation measures identified in the EIR. (See Section 3.3 Biological Resources, of the Draft EIR)</td>
</tr>
<tr>
<td>BIO-3: Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</td>
<td>AQ-2: Implement BAAQMD Basic Construction Measures&lt;br&gt;HWQ-1: Manage Stormwater during Construction&lt;br&gt;HWQ-2: Manage Construction Dewatering Discharges&lt;br&gt;HWQ-3: Implement Post-construction Stormwater Requirements</td>
<td>The Town Council hereby finds that requiring the applicant to implement the mitigation measures identified in the EIR. (See Section 3.3 Biological Resources, of the Draft EIR)</td>
</tr>
<tr>
<td>BIO-4: Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?</td>
<td>BIO-1b: Protect Nesting Raptors and Migratory Birds</td>
<td>The Town Council hereby finds that requiring the applicant to implement the mitigation measures identified in the EIR. (See Section 3.3 Biological Resources, of the Draft EIR)</td>
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<td>BIO-5: Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</td>
<td>BIO-5a: Comply with General Plan Policies regarding Non-native Species</td>
<td>The Town Council hereby finds that requiring the applicant to comply with Corte Madera General Plan policies regarding non-native species, in accordance with the specifications set forth in the Mitigation Measure, is feasible. The Mitigation Measure has been adopted. The Town Council further finds that changes or alterations will be required in, or incorporated into the Project, which would avoid or substantially lessen the significant environment effect, as identified in the EIR. (See Section 3.3 Biological Resources, of the Draft EIR)</td>
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**Cultural Resources**

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<thead>
<tr>
<th>Cultural Resources</th>
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<tr>
<td>CR-1: Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?</td>
<td>CR-1: Minimize Impacts to Unknown Archaeological Resources</td>
</tr>
<tr>
<td>CR-2: Would the project disturb any human remains, including those interred outside of formal cemeteries?</td>
<td>CR-2: Procedures for Encountering Human Remains</td>
</tr>
<tr>
<td>Environmental Impact</td>
<td>Mitigation Measure(s)</td>
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<td>Reducing Impact to Less than Significant</td>
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<tr>
<td>CR-3: Would the project cause a substantial adverse change in the significance of a tribal cultural resource?</td>
<td>CR-3: Minimize Impacts to Unknown Tribal Cultural Resources</td>
</tr>
</tbody>
</table>

**Geology and Soils**

| GEO-1: Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death, involving strong seismic ground shaking? | GEO-1: Reduce Geologic Hazards through Design and Construction Measures | The Town Council hereby finds that requiring the applicant to reduce geologic hazards through design and construction measures, in accordance with the specifications set forth in the Mitigation Measure, is feasible. The Mitigation Measure has been adopted. The Town Council further finds that changes or alterations will be required in, or incorporated into the Project, which would avoid or substantially lessen the significant environment effect, as identified in the EIR. (See Section 3.5 Geology and Soils, of the Draft EIR) |

<p>| GEO-2: Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death, involving seismic-related ground failure, including liquefaction? | GEO-1: Reduce Geologic Hazards through Design and Construction Measures | The Town Council hereby finds that requiring the applicant to reduce geologic hazards through design and construction measures, in accordance with the specifications set forth in the Mitigation Measure, is feasible. The Mitigation Measure has been adopted. The Town Council further finds that changes or alterations will be required in, or incorporated into the Project, which would |</p>
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<td>GEO-5: Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?</td>
<td>GEO-1: Reduce Geologic Hazards through Design and Construction Measures</td>
<td>The Town Council hereby finds that requiring the applicant to reduce geologic hazards through design and construction measures, in accordance with the specifications set forth in the Mitigation Measure, is feasible. The Mitigation Measure has been adopted. The Town Council further finds that changes or alterations will be required in, or incorporated into the Project, which would avoid or substantially lessen the significant environment effect, as identified in the EIR. (See Section 3.5 Geology and Soils, of the Draft EIR)</td>
</tr>
<tr>
<td>Greenhouse Gas Emissions</td>
<td>GHG-1: Reduce Greenhouse Gas Emissions</td>
<td>The Town Council hereby finds that requiring the applicant to prepare a greenhouse gas reduction plan in accordance with the specifications set forth in the Mitigation Measure, is feasible. The Mitigation Measure has been adopted. The Town Council further finds that changes or alterations will be required, or incorporated into the Project, which would avoid or substantially lessen the significant environment effect, as identified in the EIR. (See Section 3.6 Greenhouse Gas Emissions, of the Draft EIR)</td>
</tr>
<tr>
<td>Hydrology and Water Quality</td>
<td>HWQ-1: Manage Stormwater during Construction HWQ-2: Manage Construction Dewatering Discharges HWQ-3: Implement Post-construction Stormwater Requirements</td>
<td>The Town Council hereby finds that requiring the applicant to manage stormwater and dewatering discharges during construction and implement post-construction stormwater requirements in accordance with the specifications set forth in the Mitigation Measures, is feasible. The Mitigation Measures have been adopted. The Town Council further finds that changes or alterations will be required in, or incorporated into the Project, which would avoid or substantially</td>
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<td>drainage systems?</td>
<td>Reducing Impact to Less than Significant</td>
<td>lessen the significant environment effect, as identified in the EIR. (See Section 3.8 Hydrology and Water Quality, of the Draft EIR)</td>
</tr>
<tr>
<td>HWQ-4: Would the project expose people or structures to a significant risk involving flooding, or place within a 100-year flood hazard area structures which would impede or redirect flood flows?</td>
<td>HWQ-4: Provisions for Flood Hazard Reduction</td>
<td>The Town Council hereby finds that requiring the applicant to conform to flood damage prevention provisions of the Corte Madera Municipal Code Chapter and obtain a Floodplain Development Permit, in accordance with the specifications set forth in the Mitigation Measure, is feasible. The Mitigation Measure has been adopted. The Town Council further finds that changes or alterations will be required in, or incorporated into the Project, which would avoid or substantially lessen the significant environment effect, as identified in the EIR. (See Section 3.8 Hydrology and Water Quality, of the Draft EIR)</td>
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<tr>
<td>Noise</td>
<td>NO-1: Comply with Corte Madera General Plan Policies</td>
<td>The Town Council hereby finds that requiring the applicant to comply with Corte Madera General Plan policies with regard to construction and demolition work hours, in accordance with the specifications set forth in the Mitigation Measure, is feasible. The Mitigation Measure has been adopted. The Town Council further finds that changes or alterations will be required in, or incorporated into the project, which would avoid or substantially lessen the significant environment effect, as identified in the EIR. (See Section 3.10 Noise, of the Draft EIR)</td>
</tr>
<tr>
<td>Transportation and Traffic</td>
<td>TR-3a: Reduce Traffic Hazards during Construction</td>
<td>The Town Council hereby finds that by requiring the applicant to reduce traffic hazards, redirect Bay Trail users, manage parking during construction, and improve driveway safety at the northern and southern driveways, in accordance with the specifications set forth in the Mitigation Measures, is feasible. The Mitigation Measures have been adopted. The Town Council further finds that changes or alterations will be required in, or</td>
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<td>TR-3b: Redirect Bay Trail Users during Construction</td>
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<td>TR-3c: Manage Parking during Construction</td>
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<td>TR-3d: Improve Pedestrian Safety</td>
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<td>Environmental Impact</td>
<td>Mitigation Measure(s) Reducing Impact to Less than Significant</td>
<td>Findings of Fact</td>
</tr>
<tr>
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<td>---------------------------------------------------------------</td>
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</tr>
<tr>
<td>C-TR-1: Would the project result in a cumulatively considerable contribution to a significant cumulative impact related to transportation?</td>
<td>C-TR-1: Fair Share Contribution to Intersection Improvements</td>
<td>The Town Council hereby finds that requiring the applicant to make a fair share contribution for intersection improvements, in accordance with the specifications set forth in the Mitigation Measure, is feasible. The Mitigation Measure has been adopted. The Town Council further finds that changes or alterations will be required in, or incorporated into the Project, which would avoid or substantially lessen the significant environment effect, as identified in the EIR. (See Section 3.12 Transportation and Traffic, of the Draft EIR)</td>
</tr>
</tbody>
</table>

Attachments:
1. Exhibit B : Mitigation Monitoring and Reporting Program
EXHIBIT B

MITIGATION AND MONITORING REPORT
### MITIGATION AND MONITORING PLAN
#### The Village at Corte Madera Expansion Project

<table>
<thead>
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<tbody>
<tr>
<td><strong>AES-1: Reduce Nighttime Lighting</strong></td>
<td>Town of Corte Madera</td>
<td>Verify in construction documents prior to issuing building permit.</td>
</tr>
<tr>
<td>The Applicant shall ensure that:</td>
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<tr>
<td>• Skyward-casting lighting shall be prohibited for any new parking lot lighting.</td>
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<tr>
<td>• Over-lighting shall be prevented and full-cut off fixtures shall be used to minimize light pollution and trespass in the parking lots. Lighting within the gravel lot improvements area shall be directed and/or shielded away from Shorebird Marsh and other adjacent land uses (excluding for Redwood Highway).</td>
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<tr>
<td>• Lighting for exterior locations shall be designed primarily for public safety and shall not result in unnecessary glare beyond the project boundary.</td>
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<tr>
<td>• Whenever possible, lighting for pathways shall be low path lighting.</td>
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<td>• Motion sensors shall be used where possible to lessen unnecessary lighting.</td>
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<tr>
<td>• Use of separate circuits shall be implemented where feasible to allow peripheral lighting to be turned off.</td>
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</tr>
<tr>
<td><strong>AQ-2: Implement BAAQMD Basic Construction Measures</strong></td>
<td>Town of Corte Madera</td>
<td>Verify in construction documents prior to issuing building permit and monitor daily during construction.</td>
</tr>
<tr>
<td>The following BAAQMD basic construction measures shall be incorporated into the construction contract specifications for the Project and shall be implemented during construction:</td>
<td></td>
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</tr>
<tr>
<td>• All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas and unpaved access roads) shall be watered two times per day;</td>
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<tr>
<td>• All haul trucks transporting soil, sand, or other loose material off-site shall be covered or shall have at least two feet of freeboard;</td>
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<tr>
<td>• All visible mud or dirt tracked-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping shall be prohibited;</td>
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### MITIGATION AND MONITORING PLAN

**The Village at Corte Madera Expansion Project**

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<td>- All vehicle speeds on unpaved areas shall be limited to 15 miles per hour;</td>
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<tr>
<td>- All paving shall be completed as soon as possible after trenching work is finished;</td>
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<tr>
<td>- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations). Clear signage shall be provided for construction workers at all access points;</td>
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<tr>
<td>- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation;</td>
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<tr>
<td>- A publicly visible sign shall be posted with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.</td>
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</table>

**BIO-1a: Protect Salt Marsh Harvest Mouse**

The Applicant shall implement the following measures prior to and during construction and staging at the gravel lot:

- All non-landscaped, vegetated habitats within the Project area (i.e., coyote brush scrub, salt grass flats, and ruderal grassland) shall be avoided to the maximum extent feasible.

- Staging areas shall be located in a developed area of the Project site at least 33 feet away from the edge of the developed/barren habitat and transitional habitats (coyote brush scrub and ruderal grassland). If it is not practical to locate the staging area at least 33 feet from the nearest non-landscaped vegetation, the area shall be surrounded by a temporary exclusion fence. The fence type and installation

| | Town of Corte Madera | Verify in construction documents prior to issuing building permit. Conduct training prior to start of construction. Monitor as necessary during construction. | |
**EXHIBIT B**

**MITIGATION AND MONITORING PLAN**
The Village at Corte Madera Expansion Project

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<td>shall follow the same specifications for the work area, as outlined in the next bullet.</td>
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<tr>
<td>• The work area shall be separated from the surrounding natural vegetation by a temporary exclusion fence made of or covered with smooth, heavy plastic sheeting that is at least three feet in height and 12 inches higher than the tallest adjacent vegetation (a maximum fence height of four feet is appropriate). The fence bottom shall be buried at least four inches deep into the ground with no gaps. Stakes shall be located on the inside of the exclusion fence (to deter mice from climbing stakes).</td>
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<tr>
<td>• All construction personnel and onsite staff shall participate in an endangered species training program to be given by the biological monitor (see below). The training shall provide information about salt marsh harvest mouse, measures being implemented to avoid impacts to these species, and procedures to follow should a salt marsh harvest mouse be encountered during work. Training shall cover the sensitive resources located in the area, how to avoid sensitive resources, environmental rules and regulations, and the importance of protecting environmental resources.</td>
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<tr>
<td>• Vegetation within 2 feet of the exclusion fencing shall be trimmed as follows to prevent saltmarsh harvest mouse individuals from climbing on the vegetation as a pathway over the fencing. Trim upland grasses and weeds to less than 6&quot;; trim coyote brush that is touching the exclusion fencing so that it cannot provide a pathway over the fencing for the mouse. Vegetation shall be trimmed by hand beginning at lesser quality habitat and moving toward better quality habitat. The vegetation trimming shall be maintained for the duration of construction.</td>
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<tr>
<td>• A qualified biological monitor shall be present during vegetation trimming and salt marsh harvest mouse exclusion fence installation.</td>
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<tr>
<td>• Construction activities shall only occur during daylight at the gravel lot between 30 minutes after sunrise and 30 minutes</td>
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<td>before sunset (this condition does not apply to construction within The Village site).</td>
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<tr>
<td>• No lighting shall be used in construction areas overnight at the gravel lot, except for those on motion detectors, affixed downward (minimal up light and spill), and necessary for safety.</td>
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<tr>
<td>• Standard Best Management Practices (BMP) shall be implemented to reduce noise, fugitive dust, and other general disturbance to the area (General Plan Implementation Program RCS-10.3.c Construction Dust Control, RCS-10.3.e Construction Equipment Control, and PSH-5.7b Muffler Requirements).</td>
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<td>• Dust abatement involving water shall limit spraying to prohibit the forming of pools on paved areas that might attract birds to the construction area.</td>
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<tr>
<td>• Roosting and landing deterrent (i.e., bird control spikes) shall be permanently installed on the top of new lighting structures at the gravel lot to deter avian predators.</td>
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<tr>
<td><strong>BIO-1b: Protect Nesting Raptors and Migratory Birds</strong></td>
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<tr>
<td>The Applicant shall implement the following measures:</td>
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<tr>
<td>• Grading or removal of any vegetation, including landscaping, shall be conducted outside the nesting season (defined as February 1st through August 31st), if feasible. No survey is required for work conducted between September 1st and January 31st. However, if an active nest is encountered, since a few species breed year-round, a qualified biologist shall be contacted and work in the immediate vicinity of the nest shall cease until corrective measures can be implemented (i.e. avoidance of the nest until the young have fledged).</td>
<td>Town of Corte Madera</td>
<td>Verify in construction documents prior to issuing building permit. Conduct pre-construction surveys within one week prior to start of construction, if necessary. Verify installation of fencing prior to start of construction, monitor as necessary during construction.</td>
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</tr>
<tr>
<td>• If grading or vegetation removal between September 1st and January 31st is infeasible and work must occur within the breeding season, a pre-construction nesting bird survey (for both passerines and raptors) of the Project area shall be performed by a qualified biologist within 7 days of breaking ground. If no nesting birds are observed, no further action is</td>
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EXHIBIT B

MITIGATION AND MONITORING PLAN
The Village at Corte Madera Expansion Project

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<td>required and work shall begin within one week of the survey to prevent &quot;take&quot; of individual birds that could begin nesting after the survey. If the onset of work is delayed or there is a break in construction lasting longer than 7 days during the breeding season, then the original survey is presumed invalid and an additional survey shall be conducted.</td>
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<tr>
<td>• If bird nests (either passerine and/or raptor species that are protected under the MBTA or California Fish and Game Code) are observed during the pre-construction survey, a disturbance-free (or exclusion) buffer zone shall be established around the nest tree(s)/area until the young have fledged, as determined by a qualified biologist. The radius of the required buffer zone can vary depending on the species, (i.e., 75 to 100 feet for passerines and 200 to 300 feet for raptors); the dimensions of any required buffer zones shall be determined by a qualified biologist in consultation with USFWS or CDFW.</td>
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<tr>
<td>• Before construction begins, orange construction fencing shall be placed at the specified radius from the base of the nest tree/area to delineate the exclusion buffer zone from construction areas. No machinery or workers shall intrude into the established buffer zone. Grading and construction activities would not be restricted (in regard to nesting birds) outside the prescribed buffer zone.</td>
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| **BIO-5a: Comply with General Plan Policies regarding Non-native Species**  
The Applicant shall prepare planting specifications, including a species list to ensure landscaping complies with General Plan Policy RCS-7.5. The following shall be implemented:  
• Landscaping and stormwater detention basins shall be composed of appropriate native species consistent with the BASMAA guidelines.  
• Landscaping shall not use species for outdoor landscaping identified as invasive by the California Invasives Plant Council or as undesirable species in the Town of Corte Madera Municipal Code Section 15.50 Trees.  
• Landscaped areas shall be maintained to contain and prevent the spread of highly invasive and noxious weeds. However, the use of pesticides or other chemical pest control shall be prohibited unless approved for use in sensitive aquatic areas. | Town of Corte Madera | Review and verify landscape plans comply with City Policy prior to issuing building permit. |  |
| **CR-1: Minimize Impacts to Unknown Archaeological Resources**  
If potential archaeological resources are uncovered, the Town shall halt work and workers shall avoid altering the materials and their context. Project personnel shall not collect cultural materials. Prehistoric materials might include obsidian and/or chert flaked-stone tools such as projectile points, knives, or scraping implements; the debris from making, sharpening, and using them ("debitage"); culturally darkened soil containing shell, dietary bone, heat-altered rock, and carbonized plant material ("midden"); or stone milling equipment such as mortars, pestles, handstones, or milling slabs. A qualified professional archaeologist shall evaluate the find and provide appropriate recommendations. If the archaeologist determines that the find potentially qualifies as a unique archaeological resource for purposes of CEQA (CEQA Guidelines Section 15064.5[c][3]), all work must remain stopped in the immediate vicinity to allow the archaeologist to evaluate any materials and recommend appropriate treatment. | Town of Corte Madera | Verify in construction documents prior to issuing building permit. |  |
## MITIGATION AND MONITORING PLAN

### The Village at Corte Madera Expansion Project

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<td>recovered shall be, as necessary and at the discretion of the consulting archaeologist, subject to scientific analysis, professional museum curation, and documentation according to current professional standards. In considering any suggested measures proposed by the consulting archaeologist in order to mitigate impacts to historical resources or unique archaeological resources, the Town shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, Project design, costs, and other considerations. If avoidance is infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the Project while mitigation for unique archaeological resources is being carried out.</td>
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<tr>
<td><strong>CR-2: Procedures for Encountering Human Remains</strong> California Health and Safety Code Section 7050.5 states that it is a misdemeanor to knowingly disturb a human grave. If human remains are encountered, the Town shall halt work in the vicinity and notify the County Coroner. At the same time, the Town shall retain a qualified archaeologist to evaluate the situation. If human remains are of Native American origin, the Marin County Coroner shall notify the Native American Heritage Commission within 24 hours of identification, pursuant to Public Resources Code 5097.98, which would appoint a Most Likely Descendant (MLD). A qualified archaeologist, the Town, and the MLD shall make all reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of any human remains and associated or un-associated funerary objects (CEQA Guidelines Section 15064.5[d]). The agreement shall take into consideration the appropriate excavation, removal, recodation, analysis, custodianship, and final disposition of the human remains and associated or un-associated funerary objects. The Public Resources Code allows 48 hours to reach agreement on these matters. If the MLD and the other parties could not agree on the reburial method, the Town shall follow Section 5097.98(b) of the Public Resources Code, which states that &quot;the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with...</td>
<td>Town of Corte Madera</td>
<td>Verify in construction documents prior to issuing building permit. Halt work and follow evaluation procedures, if necessary.</td>
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The Village at Corte Madera Expansion Project  
November 2017  
1-7
EXHIBIT B

MITIGATION AND MONITORING PLAN
The Village at Corte Madera Expansion Project

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<td>appropriate dignity on the property in a location not subject to further subsurface disturbance.*</td>
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<tr>
<td>CR-3: Minimize Impacts to Unknown Tribal Cultural Resources</td>
<td>Town of Corte Madera</td>
<td>Verify in construction documents prior to issuing building permit. Halt work and follow evaluation procedures, if necessary.</td>
<td></td>
</tr>
<tr>
<td>If potential tribal cultural resources are uncovered, the Town shall halt work, and workers shall avoid altering the materials and their context. Project personnel shall not collect cultural materials. The Town shall notify The Federated Indians of Graton Rancheria (FIGR). The Town, in coordination with FIGR, shall determine if the resource qualifies as a tribal cultural resource under CEQA. If it does, then all work must remain stopped in the immediate vicinity to allow evaluation of any materials. The Town shall ensure that qualified resources are avoided or protected in place, in accordance with the requests of FIGR, to the extent feasible. Work may proceed on other parts of the Project while mitigation for tribal cultural resources is being carried out.</td>
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<tr>
<td>GEO-1: Reduce Geologic Hazards through Design and Construction Measures</td>
<td>Town of Corte Madera</td>
<td>Verify in construction documents prior to issuing building permit.</td>
<td></td>
</tr>
<tr>
<td>The Applicant shall design and construct the Project in conformance with the specific recommendations contained in the geotechnical reports Geotechnical Investigation Report Restoration Hardware Building and Southern Parking Structure (Kleinfelder 2015), Geotechnical Study North Parking Lot (Kleinfelder 2017), and any subsequent design-level geotechnical reports. Specifically, the design and construction shall be consistent with the geotechnical recommendations for seismic design, flexible joints for underground utilities, foundation system for the building, earthwork, and excavation. Professional inspection of foundation work, excavation, earthwork and other aspects of site development shall be performed during construction to ensure compliance with the recommendations.</td>
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<tr>
<td>GHG-1: Reduce Greenhouse Gas Emissions</td>
<td>Town of Corte Madera</td>
<td>Review and approve GGRP prior to issuing grading permit.</td>
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<tr>
<td>The Applicant shall prepare and implement a Greenhouse Gas Reduction Plan (GGRP) that contains specific design features</td>
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### MITIGATION AND MONITORING PLAN

#### The Village at Corte Madera Expansion Project

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and actions to be implemented by the Project, and quantify the emission reductions associated with those features and actions. The GGRP shall demonstrate achievement of a project emissions inventory that is less than the Bay Area Air Quality Management District’s (BAAQMD) threshold of 1,100 metric tons of carbon dioxide equivalent (CO₂e) per year. The GGRP shall be submitted to the Town for approval prior to the issuance of grading permits. Specific measures may include:

- Subscribe to Marin Clean Energy’s (MCE) “Deep Green” or “Local Soi” energy options, which would reduce the energy intensity of provided energy to 5 pounds of carbon dioxide per megawatt hour (CO₂e/MWh) (MCE 2014).
- Implement a voluntary trip reduction program for all employees
- Provide shower and locker facilities to support employees bicycling to work.
- Provide a Commute Trip Reduction subsidy for employees consistent with the California Air Pollution Control Officer’s Association’s Greenhouse Gas Measure TRT-4 (CAPCOA 2010).
- Utilize high pressure sodium cutoff lights in outdoor lighted areas
- Exceed 2013 Title 24 requirements by 15 percent
- Use Energy Star energy efficient fans and refrigerators
- Use a recycling and composting service
- Use low-flow for all interior water fixtures (toilets, kitchen and bathroom sink faucets)

These actions are provided as a guide and can be substituted with other actions when shown to achieve the same result of reducing annual emissions below 1,100 MT CO₂e per year.

**HWQ-1: Manage Stormwater during Construction**

The Applicant shall obtain coverage under State Water Resources Control Board Order No. 2009-0009-DWQ, Waste Discharge Requirements for Discharges of Storm Water Runoff

| Town of Corte Madera | Review and approve SWPPP prior to issuing grading permit. Confirm SWPPP |
## MITIGATION AND MONITORING PLAN

### The Village at Corte Madera Expansion Project

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| Associated with Construction and Land Disturbance Activities, as amended by Order No. 2012-0006. The Applicant shall submit permit registration documents (notice of intent, risk assessment, site maps, SWPPP, annual fee, and certifications) to the State Water Resources Control Board. The SWPPP shall address pollutant sources, non-storm water discharges, best management practices, and other requirements specified in the above-mentioned Order. The SWPPP shall also include dust control practices to prevent wind erosion, sediment tracking, dust generation by construction equipment, management of concrete slurry, asphalt, pavement cutting, and other street and road activities to avoid discharge to storm drains from such work. A Qualified Storm Water Pollution Prevention Plan Practitioner shall oversee implementation of the Plan, including visual inspections, sampling and analysis, and ensure overall compliance. The Applicant shall also obtain an Erosion Control Permit from the Town of Corte Madera. This shall include development of an Erosion and Sediment Control Plan. The SWPPP required by the General Construction Permit may be submitted to the Town in lieu of the Erosion and Sediment Control Plan provided it meets the requirements of the ESCP, which include:  
- Description of the proposed Project and soil disturbing activity;  
- Site specific construction-phase best management practices;  
- Rationale for selecting the best management practices; and  
- List of applicable outside agency permits associated with the soil disturbing activity. |
| meets State Board requirements.  
Review and approve Erosion and Sediment Control Plan prior to issuing grading permit, if necessary. | |
| | | | |
## MITIGATION AND MONITORING PLAN
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<tr>
<td>HWQ-2: Manage Construction Dewatering Discharges</td>
<td>Town of Corte Madera</td>
<td>Verify means of discharge prior to issuance of grading permit. Confirm receipt of Central Main Sanitation Agency Groundwater Discharge Permit, if necessary, prior to issuing grading permit.</td>
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</table>

The Applicant shall implement either of the following options for dewatering management that would avoid discharging to a local surface water or storm drain if feasible:
- Reuse the water on-site for dust control, compaction, irrigation, or other construction-related use.
- Discharge (by permit) to a sanitary sewer.

If discharging to the sanitary sewer, the Applicant shall apply for, and comply with, a Central Marin Sanitation Agency Groundwater Discharge Permit, including, as necessary, measures for characterizing the discharge and ensuring filtering methods and monitoring to verify that the discharge is compliant with the local wastewater discharge requirements.

If reuse of the water on-site or discharging to the sanitary sewer is not feasible, the Applicant may apply for coverage of non-storm water discharges during construction under State Water Resources Control Board Order No. 2009-0009-DWQ (see Mitigation Measure HWQ-1). The Applicant shall characterize the discharge and identify specific measures to control the discharge, such as sediment controls to ensure that excessive sediment is not discharged, and flow controls to prevent erosion and flooding downstream of the discharge. A temporary water treatment facility shall be used to reduce the turbidity of the dewatering water prior to discharge. The temporary treatment facility shall include a portable sedimentation tank, or similar system, to provide initial settling of sediments followed by a series of pressurized sand filters, or similar filtering devices, designed to produce dewatering water than can be discharged back to the storm drain system without water quality violations.

| HWQ-3: Implement Post-construction Stormwater Requirements | Town of Corte Madera | Verify in construction documents prior to issuing building permit. | |

The Applicant shall comply with the local E-12 Post Construction Requirements contained in the Town’s Phase II Stormwater Permit, and as outlined in the BASMAA Post Construction Manual: Design Guidance for Stormwater Treatment for Projects.
### EXHIBIT B

#### MITIGATION AND MONITORING PLAN

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<td>in Marin, Sonoma, Napa, and Solano Counties. The Post Construction Requirements are an enforceable part of the Town’s municipal storm water permit. The Applicant shall prepare a Stormwater Control Plan and Stormwater Facilities Operation and Maintenance Plan for Town review and approval. The Plans shall include the following elements: Storm Water Control Plan  • Project information;  • Opportunities and constraints;  • Conceptual site design;  • Calculations and documentation;  • Design details;  • Source controls;  • Maintenance;  • Construction checklist; and  • Certification. Stormwater Facilities Operation and Maintenance Plan  • Designation of responsible individuals;  • Description of facilities;  • Documentation of the facilities “as built”; and  • Scheduling of maintenance activities. All stormwater management facilities shall be maintained according to the approved Operation and Maintenance Plan. The Plan shall require that stormwater management facilities be inspected by those responsible for maintenance at least annually.</td>
<td>Town of Corte Madera</td>
<td>Review and approve Floodplain Development Permit prior to issuing grading permit. Inspect during construction, as needed.</td>
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**HWQ-4: Provisions for Flood Hazard Reduction**

The Town shall ensure that the Project conforms to the flood damage prevention provisions of Corte Madera Municipal Code Chapter 16.10. The Applicant shall be required to obtain a Floodplain Development Permit before construction or development begins. The application for a Floodplain Development Permit shall include the following elements:  • Conceptual site design;  • Source controls;  • Verification of floodplain area;  • Design details; and  • Certification.
### MITIGATION AND MONITORING PLAN
The Village at Corte Madera Expansion Project

<table>
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<tr>
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| Development Permit shall include, but not necessarily be limited to, the following elements:  
- Plans drawn to scale showing the nature, location, dimensions and elevation of the Project area, including existing and proposed structures, fill, material storage areas, and drainage facilities;  
- Foundation design details;  
- Proposed elevation in relation to mean sea level to which any nonresidential structure will be floodproofed;  
- All appropriate certifications that the Project satisfies the flood hazard reduction provisions; and  
- Description of the extent to which any watercourse will be altered or relocated as a result of the Project.  
In accordance with the provisions of Municipal Code Chapter 16.10, flood hazard reduction provisions shall include, but would not necessarily be limited to, the following:  
- Anchoring new construction and improvements to prevent flotation, collapse or lateral movement of a structure resulting from hydrodynamic and hydrostatic loads;  
- Use of flood-resistant materials, utility equipment resistant to flood damage, and other methods and practices that minimize flood damage;  
- Raising of the elevation of the lowest floor, including basement, to a height equal to or exceeding one foot above the BFE specified on the FEMA Flood Insurance Rate Map, or floodproofing the building below one foot above the BFE, such that the structure:  
  - Is watertight with walls substantially impermeable to the passage of water;  
  - Has structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and  
  - Is certified by a registered professional engineer or architect that the standards of Section 16.10.080 of the Municipal Code are satisfied. |
## MITIGATION AND MONITORING PLAN
### The Village at Corte Madera Expansion Project

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<td>• All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from systems into floodwaters. The Town’s Public Works Department shall ensure compliance with the permit. Inspections shall be performed at key points during the construction process, and at Project completion.</td>
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<tr>
<td><strong>NOI-1: Comply with Corte Madera General Plan Policies</strong> Construction and demolition work shall be limited to the following times: Monday through Friday from 7:00 a.m. to 5:00 p.m.; and Saturdays and Sundays from 10:00 a.m. to 5:00 p.m. unless an exemption is first obtained from the Town in response to special circumstances. For all construction activities, the following noise reduction measures shall be implemented: 1. All powered construction equipment must be equipped with intake and exhaust mufflers recommended by the manufacturers. 2. Pavement breakers and jackhammers shall be equipped with acoustical attenuating shields or shrouds recommended by the manufacturers. 3. In lieu of or in the absence of manufacturer’s recommendations, the town engineer shall have the authority to prescribe such means of accomplishing maximum noise attenuation as they deem to be in the public interest, considering the available technology and economic feasibility.</td>
<td>Town of Corte Madera</td>
<td>Verify in construction documents prior to issuing building permit.</td>
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<tr>
<td><strong>TR-3a: Reduce Traffic Hazards during Construction</strong> The Applicant shall prepare a detailed Construction Traffic Control Plan and submit it for review and approval to the Town Department of Public Works, as part of the design review process. The Applicant and the Town shall consult with Marin Transit and local emergency service providers for their input prior</td>
<td>Town of Corte Madera</td>
<td>Verify in construction documents prior to issuing building permit.</td>
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### Mitigation and Monitoring Plan

**The Village at Corte Madera Expansion Project**

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<td>to approving the Plan. The plan shall ensure that acceptable operating conditions on local bicycle and pedestrian facilities, local roadways, and freeway facilities are maintained during construction. At a minimum, the plan shall include:   • Number of daily truck trips during each construction phase   • Time of day of arrival and departure of trucks, and identification of a staging area that is adequate to accommodate all waiting trucks without impacting traffic on local streets   • Any limitations on the size and type of trucks   • Truck circulation routes   • Days and times of any planned street or lane closures   • Location of advance warning signage for any street or lane closures   • For any street or lane closures, show safe and efficient access routes for emergency vehicles   • Driveway access plan that provides safe vehicular, pedestrian, and bicycle movements (e.g., steel plates, minimum distances of open trenches, and provide vehicle pick up and drop off areas)   • Days, times, and locations for any manual traffic control   • Provisions for pedestrian safety   • Number of construction employees by phase   • Location of employee parking by phase</td>
<td>Town of Corte Madera</td>
<td>Verify in construction documents prior to issuing building permit.</td>
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**TR-3b: Redirect Bay Trail Users during Construction**

The Applicant shall keep the Bay Trail path on the east side of Redwood Highway open at all times during Project construction. If a closure of the Bay Trail path is required for any construction phase, a continuous path shall be maintained around the closure until construction is completed in order to provide safe travel for users of the Bay Trail. A flagger will be stationed at either end of the construction (northern and southern driveway) to assist Bay Trail users in safely navigating the closure. Work at the gravel lot
## MITIGATION AND MONITORING PLAN

### The Village at Corte Madera Expansion Project

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<td>shall be phased to minimize closure of the Bay Trail to the fewest number of days that is feasible. If construction causes any damage to the existing Bay Trail path, as determined by the Town Department of Public Works, it shall be reconstructed and/or repaired during the final construction phase.</td>
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<tr>
<td>TR-3c: Manage Parking during Construction</td>
<td>Town of Corte Madera</td>
<td>Review and approve parking management plan prior to issuance of building permit.</td>
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<tr>
<td>The Applicant shall prepare and implement a detailed parking management plan acceptable to the Public Works Director that specifies when (and by how many spaces) the parking supply at The Village would be reduced during construction activities (both in the existing lot and in the improved gravel lot, when completed). If the parking supply during the specified construction periods would be less than the parking demand during the same time period (assuming a 90 percent occupancy factor), the applicant shall implement travel and/or parking management strategies to address any parking shortfall for the duration of the shortfall such as (a) valet parking, (b) an off-site parking area with a sufficient number of parking spaces to meet the deficit in supply and shuttle service between the off-site parking area and The Village, (c) incentives to reduce vehicle travel by employees, and/or (d) special shopper shuttle buses. These travel and/or parking demand strategies shall be sufficient to maintain safe vehicular, pedestrian, and bicycle travel in the vicinity of The Village.</td>
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<tr>
<td>TR-3d: Improve Pedestrian Safety</td>
<td>Town of Corte Madera</td>
<td>Verify in construction documents prior to issuing building permit.</td>
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<tr>
<td>Northern Driveway to Improved Gravel Lot</td>
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<td>Modify the proposed improvement plans for the gravel lot to provide for low speed vehicular entry and exit at the northern driveway. An extended driveway “throat” length that eliminates the intersection with the north-south vehicular cross aisle, and provides direct, visible pedestrian paths that are separated from vehicular traffic to link the parking lot interior with the adjacent signalized crosswalk.</td>
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<td>Southern Driveway to Improved gravel Lot</td>
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<td>Restrict driveway access to right-in, right-out movements and eliminate the southbound left turn lane by extending the existing median to the northwest. Provide fencing, or another type of barrier such as a hedge, inside the curb line of the median to prevent pedestrians from crossing at this location. The barrier should extend from the northwestern extent of the new median (at the location of the beginning of the median taper for the westbound Redwood Highway left turn lane at the north Village entrance) and continue south for approximately 50 feet past the driveway entrance. Provide signage both within the improved gravel lot and at the southern driveway to direct pedestrians to cross Redwood Highway at the traffic signal at the northern driveway to the improved gravel lot. Provide striping across the driveway and signage adjacent to the driveway to enhance the crossing’s visibility to both drivers and Bay Trail users.</td>
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<tr>
<td>C-TR-1: Fair Share Contribution to Intersection Improvements</td>
<td>Town of Corte Madera</td>
<td>Fair share contribution payment shall be made prior to issuance of a building permit.</td>
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EXHIBIT B

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<td>additional 475 PM peak hour trips. The Project is expected to generate 108 PM peak hour trips, which represents 23 percent of the total. Therefore, the Applicant's fair share contribution is 23 percent of the cost. To determine the dollar amount of the fair share contribution, the Applicant shall fund the preparation of an engineer's estimate for construction of the mitigation measures, as directed and approved by the Public Works Director for the Town of Corte Madera.</td>
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ATTACHMENT 2

Resolution #55/2017
General Plan Amendment
RESOLUTION NO. 55/2017


WHEREAS, on June 19, 2015, Corte Madera Village, LLC and Restoration Hardware ("The Applicants") submitted an application for The Village at Corte Madera Restoration Hardware Expansion Project ("The Project") which contained a General Plan Amendment, Rezoning, Preliminary Plan Amendment, Precise Plan Amendment and Design Review to construct a ±52,000 sq. ft. two-story RH Gallery with an open roof top courtyard and improve the Town owned Gravel Lot located on Redwood Highway northeast of the Village at Corte Madera eastern parking lot (APN-024-03-019) (Gravel Lot) to the north east of the Village; and

WHEREAS, on October 6, 2015, the Town Council, during a public business item, approved a contract with the Environmental Consulting Firm of GHD ("GHD") to prepare Phase 1 of the Environmental Impact Report ("EIR") for the Project; and

WHEREAS, on October 20, 2015, the Town Council, during a public business item, approved Resolution 41/2015 giving authorization to proceed with discussions and/or real estate negotiations with Macerich (a property owner at the Village shopping center) regarding potential sale, lease or other disposition of the Gravel Lot and approval of Resolution No. 42/2015 approval of an access agreement to allow Corte Madera Village, LLC access for inspection and testing of the Gravel Lot; and

WHEREAS, on February 2, 2016, the Town Council, during a public business item, approved a contract with GHD to prepare Phase 2 of the Environmental Impact Report and authorized further negotiations with Macerich for the use of the Gravel Lot for shopping center parking; and

WHEREAS, on October 25, 2016, a Notice of Preparation (NOP) for the Project EIR was filed with the State Clearinghouse and the public comment period (October 25, 2016 to November 30,2016) regarding the scope of work for the proposed EIR commenced; this comment period was notice via: the Town’s website, the email list of individuals who had commented on or signed up for notification of this particular project, in the Marin Independent Journal, and to properties within 300 feet of the Project; and

WHEREAS, from October 25, 2016 to November 30, 2016, the Town received public comments regarding the scope of work for the proposed EIR for the Project; and

WHEREAS, on November 17, 2016, a scoping meeting which was noticed via: the
WHEREAS, on December 20, 2016, the applicants revised their application, based on feedback from the community, to include a reduction in the size of the proposed building by approximately 7,000 square feet, a reduction in height by 6 feet, the addition of a café, and changes in the design elements to complement the surrounding views; and

WHEREAS, on March 21, 2017, the Town Council, during a public meeting, endorsed a proposed term sheet for a non-exclusive easement and development agreement to allow for Corte Madera Village, LLC to improve the Town’s Gravel Lot and utilize resulting parking spaces for required parking for the Village at Corte Madera, including a potential Restoration Hardware Expansion project and provided direction and authorization to Town staff to draft the non-exclusive easement and development agreement consistent with the term sheet; and

WHEREAS, on July 12, 2017, a Notice of Completion (NOC) for the Project Draft Environmental Impact Report (DEIR) was filed with the State Clearinghouse and the public comment period (July 12, 2017 to August 25, 2017) regarding the DEIR commenced; this comment period was noticed via: the Town’s website, the email list of individuals who had commented on or signed up for notification of this particular project, in the Marin Independent Journal, and to properties within 300 feet of the Project; and

WHEREAS, on August 8, 2017, the Planning Commission, during a public hearing, which was noticed via: the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, the Marin Independent Journal, hard copy mailings sent to all properties within 300’ of the project, the town reader board and a posting on NextDoor.com, received comments on the DEIR; and

WHEREAS, on October 16, 2017 notices announcing the display of story poles and supplemental information to aid in understanding the physical location and scale of the proposed Project, were posted on the Town’s website and sent to the email list of individuals who have commented on or signed up for notification of this particular project. Additional signage and information regarding the story poles was also made available at the project site; and

WHEREAS, on November 1, 2017, copies of the FEIR were sent to those public agencies who commented on the Draft EIR in accordance with CEQA Guidelines Section 15088; and

WHEREAS, also on November 1, 2017, the public was notified of the availability of the
WHEREAS, on November 3, 2017, additional notice of the November 14, 2017 Planning Commission public hearing, availability of the FEIR, and extension of story pole viewing period was posted as a News Flash item on the Town’s website; and

WHEREAS, on November 4, 2017, a notice announcing the November 14, 2017 Planning Commission public hearing was posted in the Marin Independent Journal; and

WHEREAS, on November 14, 2017, the Planning Commission held a public hearing on the Environmental Impact Report, the applications for a General Plan Amendment, Rezoning, Preliminary Plan Amendment, Precise Plan Amendment, Design Review, Conditional Use Permit, and a Development Agreement; and

WHEREAS, also on November 14, 2017, the Planning Commission unanimously approved Resolution 17-022, by a vote of 5-0, and thereby forwarded a recommendation to the Town Council to: 1) certify the Environmental Impact Report for the Project, 2) approve the General Plan Amendment to change the land use designation of the Gravel Lot from Wetlands and Marshlands to Mixed-Use Region-Serving Commercial, 3) approve the Rezoning of the Gravel Lot from Parks, Open Space and Natural Habitat to Regional Shopping (C-2), 4) approve the Preliminary Plan Amendment for retail expansion and improvements to the Gravel Lot, 5) approve the Precise Plan Amendment for a new approximately 46,000 square foot retail store and café, modifications to the Village east entry plaza, and modifications to the Gravel Lot, 6) approve the Design Review application for a new approximately 46,000 square foot retail store and café, modifications to the Village east entry plaza, and modifications to the Gravel Lot, 7 ) approve the CUP for a cafe within the Regional Shopping District (C-2), and 8) approve the Development Agreement between the Town of Corte Madera and Macerich; and

WHEREAS, on November 17, 2017, notices were sent and posted announcing the December 5, 2017 Town Council public hearing; notices were sent via: the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, hard copy mailings sent to all properties within 300’ of the project, the town reader board and a posting on NextDoor.com; and

WHEREAS, on November 25, 2017, a notice announcing the December 5, 2017 public hearing was posted in the Marin Independent Journal ; and

WHEREAS, on December 5, 2017, the Town Council held a public hearing on the
Environmental Impact Report, the applications for a General Plan Amendment, Rezoning, Preliminary Plan Amendment, Precise Plan Amendment, Design Review, Conditional Use Permit, and a Development Agreement; and

WHEREAS, on December 5, 2017, the Town Council of the Town of Corte Madera held a public hearing on the Project, including the EIR, and considered all oral and written testimony submitted to the Town regarding the Project prior to taking its actions on the Project, including the proposed General Plan amendment; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Corte Madera does hereby find and resolve as follows:

Section 1. Recitals

The foregoing recitals are true and correct and are incorporated into the findings herein.

Section 2. Record

The Record of Proceedings ("Record") upon which the Town Council bases its decision includes, but is not limited to: (1) the 2009 Corte Madera General Plan, (2) all staff reports, Town files and records and other documents, including the Environmental Impact Report prepared for and/or submitted to the Town Council relating to the General Plan Amendment and other related land use applications, (3) all documentary and oral comments received at public hearings or submitted to the Town relating the General Plan Amendment, (4) all matters of common knowledge to the Town Council and the Town, including, but not limited to, Town, State, and federal laws, policies, rules and regulations, reports, records and projections related to development in the Town and surrounding areas.

The location of the custodian of the Record is the Planning Director of the Town of Corte Madera, 300 Tamalpais Drive, Corte Madera, CA 94925.

Section 3. Compliance with the California Environmental Quality Act (CEQA)

Based on the facts, evidence, analysis, comments, and findings contained in Town Council Resolution 54/2017, the adoption of Resolution 55/2017 will not have a significant effect on the environment.

Section 4. General Plan Amendment

The Town Council of the Town of Corte Madera hereby finds that the proposed General Plan amendment to the Land Use Element changing the land use designation of the Gravel Lot from Wetlands and Marshlands to Mixed-Use Regional Serving Commercial, as described in Exhibit A, attached hereto, is in the best interest of the Town because the Mixed-Use Regional Serving Commercial designation would: 1) explicitly allow for public parking, including parking for commercial uses located at the Village shopping
center, consistent with existing land use requirements pursuant to the 1995 agreement made between the Town and the Village owners; 2) more accurately reflect the Town's past entitlement and permit history; and 3) better represent the functional relationship between the Village and the Gravel Lot that has existed for decades and which is intended to continue with approval of the Development Agreement Ordinance. The current General Plan land use designation of Wetlands and Marshlands does not allow for public parking.

The Town Council further notes that the proposed development agreement, which would replace of the 1995 agreement, would continue to restrict the use of the Gravel Lot to public parking, would recognize for the first time community-oriented events as a permitted use, and require that the owners of the Village to improve the Gravel Lot consistent with General Plan policies intended to improve stormwater filtration, pedestrian safety, and habitat protection. Furthermore, the development agreement would shift maintenance, security, and liability costs associated with the Gravel Lot to the Village and require an annual payment to the Town. The Town Council notes that no land uses, other than those explicitly allowed in the Development Agreement, would be permitted on the Gravel Lot, for the duration that such Agreement is in effect.

In addition to the reasons mentioned above, the Town Council recognizes that the 2009 General Plan allows for additional expansion at the Village and such additional floor area will necessarily require that additional parking spaces be constructed pursuant to the Corte Madera Municipal Code. Therefore, it is important to consider where and how additional parking should be constructed at the Village. The Town Council believes it is preferable to allow new required parking to be constructed at the Gravel Lot, a lot that is already required to be a parking lot, and remain so, pursuant to the 1995 agreement, rather than in other locations, such as in a parking garage structure on the Village shopping center property itself, like that described in Alternative 2 of the DEIR. Although the General Plan anticipates the development of a parking garage structure at some point, it is preferable to avoid having to consider adding more structures and mass to the Village (and likely more significant construction impacts) given the parking resource that currently exists at the Gravel Lot.

Finally, allowing the Gravel Lot to be used as required parking for uses at the Village, and amending the Gravel Lot's General Plan land use designation to do so, would facilitate the applicant's Project, which would be consistent with several land use policies intended to further the Town's economic development goals.

In summary, the General Plan Amendment is appropriate because the proposed new designation, combined with the proposed Development Agreement, more accurately reflect historical use of the site, allow the Gravel Lot to be improved and developed as a parking resource for the Village instead of the development of a parking garage structure, and would facilitate a project otherwise consistent with the General Plan, one that would substantially further the Town's economic development goals.

The Town Council finds that based on the above, the General Plan Amendment, changing the land use designation of the Gravel Lot from Wetlands and Marshlands to Mixed-Use
Regional Serving Commercial would not create any internal inconsistencies in the Corte Madera General Plan and, by facilitating the proposed Project, would be consistent with the specific policies and programs listed below.

**Policy LU-4.3**

Apply flexible development standards to The Village shopping center in order to promote the community’s economic development, protect and enhance the Town’s tax base, and to encourage mixed-use development, including housing.

**Implementation Program LU-4.3.a: Expansion of The Village Shopping Center**

Allow expansion of The Village regional shopping center consistent with Town goals for establishing a mix of land uses. Encourage construction of high-density residential units (including affordable housing) on-site.

The established Floor Area Ratio for the shopping center shall be 0.47. Increased floor area may be accommodated through construction of upper stories, or through expanded building footprints when combined with construction of parking garages.

Modify the Zoning Ordinance to allow for building height bonuses of 15 feet beyond the based zone standard and/or reduce parking standards if proposed development includes affordable housing. Such increases in height shall minimize view impacts to properties with views of San Francisco Bay through thoughtful building design and placement.

**Policy LU-3.1**

Provide for infill development in core Town areas.

**Implementation Program LU-3.1.a: Infill Locations**

The General Plan Land Use Element includes policies calling for preparation of Community Plans for several key areas, and encourages redevelopment of other lands in and around commercial and office core areas of the Town. In doing so, the General Plan purposefully creates greater potential for more intensive infill development of sites that may be underutilized. Infill development can help create areas that are more compact with a diverse mixture of land uses, improve connectivity between neighborhoods and uses, reduce traffic congestion and provide a greater range of community amenities. In keeping with stated goals, infill development in core areas should also provide for transit oriented development.

Infill development may occur within the Town’s four Community Plan areas, and in the Mixed Use Commercial, Commercial Services, Region-Serving Commercial and Office land use designations. Additionally, redevelopment of older apartment complexes, in areas generally designated for Medium Density or High Density Residential, are acceptable infill developments if retaining or increasing the number of rental units, consistent with density criteria of the General Plan and state density bonus regulations.
Goal RCS – 9

Protect, restore and enhance the quality of surface and groundwater resources to meet the needs of all beneficial uses.

Policy RCS – 9.1
Continue to comply with local, state, and federal standards for water quality.

Implementation Program RCS - 9.1.a: Countywide Stormwater Program

Continue to participate in the Marin County Stormwater Pollution Prevention Program and comply with its performance standards. Continue to control pollutant discharges from municipal maintenance activities through the implementation of Municipal Stormwater Ordinance 9.33 and in compliance with MCSTOPPP.

Implementation Program RCS - 9.1.b: Stormwater Runoff Measures

Continue to incorporate measures for stormwater runoff control and management in construction sites.

Policy RCS – 9.2
Continue to address non-point source pollution and protect receiving waters from pollutants discharged into the storm drain system by requiring Best Management Practices.

Implementation Program RCS - 9.2.c: Natural Filters

Where feasible, use vegetation to absorb and filter fertilizers, pesticides, and other pollutants.

Implementation Program RCS - 9.2.f: System Improvements

Continue to improve storm drainage performance by constructing new system improvements to minimize the introduction of pollutants into natural systems. Evaluate stormwater volumes when replacing undersized or otherwise inadequate lines with larger or parallel lines.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Town Council of the Town of Corte Madera hereby adopts the General Plan Amendment, attached hereto as “Exhibit A.”

* * * * * * * * * *

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of Corte Madera at a regular meeting held on the 5th day of December,
2017, by the following vote, to wit:

AYES:  Councilmembers:
NOES:  Councilmembers:
ABSENT:  Councilmembers:

______________________________
Diane Furst, Mayor

ATTEST:

______________________________
Rebecca Vaughn, Town Clerk
ATTACHMENT 3

Resolution #56/2017
Preliminary Plan Amendment, Precise Plan Amendment, Design Review
RESOLUTION NO. 56/2017

PRELIMINARY AND PRECISE PLAN AMENDMENTS AND DESIGN REVIEW

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA
AMENDING THE VILLAGE AT CORTE MADERA PRELIMINARY AND PRECISE PLANS
AND APPROVING THE DESIGN REVIEW APPLICATION FOR THE VILLAGE AT
CORTE MADERA RESTORATION HARDWARE EXPANSION PROJECT

WHEREAS, on June 19, 2015, Corte Madera Village, LLC and Restoration Hardware ("The Applicants") submitted an application for The Village at Corte Madera Restoration Hardware Expansion Project ("The Project") which contained a General Plan Amendment, Rezoning, Preliminary Plan Amendment, Precise Plan Amendment and Design Review to construct a ±52,000 sq. ft. two-story RH Gallery with an open roof top courtyard and improve the Town owned Gravel Lot located on Redwood Highway northeast of the Village at Corte Madera eastern parking lot (APN-024-03-019) (Gravel Lot) to the north east of the Village; and

WHEREAS, on October 6, 2015, the Town Council, during a public business item, approved a contract with the Environmental Consulting Firm of GHD ("GHD") to prepare Phase 1 of the Environmental Impact Report for the Project; and

WHEREAS, on October 20, 2015, the Town Council, during a public business item, approved Resolution 41/2015 giving authorization to proceed with discussions and/or real estate negotiations with Macerich (a property owner at the Village shopping center) regarding potential sale, lease or other disposition of the Gravel Lot and approval of Resolution No. 42/2015 approval of an access agreement to allow Corte Madera Village, LLC access for inspection and testing of the Gravel Lot; and

WHEREAS, on February 2, 2016, the Town Council, during a public business item, approved a contract with GHD to prepare Phase 2 of the Environmental Impact Report and authorized further negotiations with Macerich for the use of the Gravel Lot for shopping center parking; and

WHEREAS, on October 25, 2016, a Notice of Preparation (NOP) for the Project EIR was filed with the State Clearinghouse and the public comment period (October 25, 2016 to November 30,2016) regarding the scope of work for the proposed EIR commenced; this comment period was notice via: the Town’s website, the email list of individuals who had commented on or signed up for notification of this particular project, in the Marin Independent Journal, and to properties within 300 feet of the Project; and

WHEREAS, from October 25, 2016 to November 30, 2016, the Town received public comments regarding the scope of work for the proposed EIR for the Project; and

WHEREAS, on November 17, 2016, a scoping meeting which was noticed via: the Town’s website,
the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, the Marin Independent Journal, all properties within 300’ of the project and the town reader board was held at the Town Hall to receive input from the public on the scope of work proposed by GHD for the EIR; and

WHEREAS, on December 20, 2016, the applicants revised their application, based on feedback from the community, to include a reduction in the size of the proposed building by approximately 7,000 square feet, a reduction in height by 6 feet, the addition of a café, and changes in the design elements to complement the surrounding views; and

WHEREAS, on March 21, 2017, the Town Council, during a public meeting, endorsed a proposed term sheet for a non-exclusive easement and development agreement to allow for Corte Madera Village, LLC to improve the Town’s Gravel Lot and utilize resulting parking spaces for required parking for the Village at Corte Madera, including a potential Restoration Hardware Expansion project and provided direction and authorization to Town staff to draft the non-exclusive easement and development agreement consistent with the term sheet; and

WHEREAS, on July 12, 2017, a Notice of Completion (NOC) for the Project Draft Environmental Impact Report (DEIR) was filed with the State Clearinghouse and the public comment period (July 12, 2017 to August 25, 2017) regarding the DEIR commenced; this comment period was noticed via: the Town’s website, the email list of individuals who had commented on or signed up for notification of this particular project, in the Marin Independent Journal, and to properties within 300 feet of the Project; and

WHEREAS, on August 8, 2017, the Planning Commission, during a public hearing, which was noticed via: the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, the Marin Independent Journal, hard copy mailings sent to all properties within 300’ of the project, the town reader board and a posting on NextDoor.com, received comments on the DEIR; and

WHEREAS, on October 16, 2017 notices announcing the display of story poles and supplemental information to aid in understanding the physical location and scale of the proposed Project, were posted on the Town’s website and sent to the email list of individuals who have commented on or signed up for notification of this particular project. Additional signage and information regarding the story poles was also made available at the project site; and

WHEREAS, on November 1, 2017, copies of the FEIR were sent to those public agencies who commented on the Draft EIR in accordance with CEQA Guidelines Section 15088; and

WHEREAS, also on November 1, 2017, the public was notified of the availability of the FEIR and the November 14, 2017 Planning Commission public hearing via: the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, hard copy mailings sent to all properties within 300’ of the project, the town reader board and a posting on NextDoor.com; and
WHEREAS, on November 3, 2017, additional notice of the November 14, 2017 Planning Commission public hearing, availability of the FEIR, and extension of story pole viewing period was posted as a News Flash item on the Town’s website; and

WHEREAS, on November 4, 2017, a notice announcing the November 14, 2017 Planning Commission public hearing was posted in the Marin Independent Journal; and

WHEREAS, on November 14, 2017, the Planning Commission held a public hearing on the Environmental Impact Report, the applications for a General Plan Amendment, Rezoning, Preliminary Plan Amendment, Precise Plan Amendment, Design Review, Conditional Use Permit, and a Development Agreement; and

WHEREAS, on November 14, 2017, the Planning Commission unanimously approved Resolution 17-022, by a vote of 5-0, and thereby forwarded a recommendation to the Town Council to: 1) certify the Environmental Impact Report for the Project, 2) approve the General Plan Amendment to change the land use designation of the Gravel Lot from Wetlands and Marshlands to Mixed-Use Region-Serving Commercial, 3) approve the Rezoning of the Gravel Lot from Parks, Open Space and Natural Habitat to Regional Shopping (C-2), 4) approve the Preliminary Plan Amendment for retail expansion and improvements to the Gravel Lot, 5) approve the Precise Plan Amendment for a new approximately 46,000 square foot retail store and café, modifications to the Village east entry plaza, and modifications to the Gravel Lot, 6) approve the Design Review application for a new approximately 46,000 square foot retail store and café, modifications to the Village east entry plaza, and modifications to the Gravel Lot, 7 ) approve the CUP for a café within the Regional Shopping District (C-2), and 8) approve the Development Agreement between the Town of Corte Madera and Macerich; and

WHEREAS, on November 17, 2017, notices were sent and posted announcing the December 5, 2017 Town Council public hearing; notices were sent via: the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, hard copy mailings sent to all properties within 300’ of the project, the town reader board and a posting on NextDoor.com; and

WHEREAS, on November 25, 2017, a notice announcing the December 5, 2017 public hearing was posted in the Marin Independent Journal ;and

WHEREAS, on December 5, 2017, the Town Council held a public hearing on the proposed Amendments to the Village at Corte Madera 2012 Preliminary and Precise Plans and the Design Review Application for the Village at Corte Madera Restoration Hardware Expansion Project and the applications for a General Plan Amendment, Rezoning, Conditional Use Permit, and a Development Agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Corte Madera does hereby make the following findings for the Amendments to the Village at Corte Madera Preliminary and Precise Plans and the Design Review Application:
PRELIMINARY PLAN AMENDMENT FINDINGS

The Town Council adopted Resolution No. 2021 approving the original Preliminary Plan for The Village on May 4, 1981. The Council subsequently amended Resolution No. 2021 in January and May of 1983 and again in January of 1984 when it approved Preliminary Plan Application No. 83-51. The Preliminary Plan was last updated with the approval of Resolution 3685 which was adopted in 2012 in relation to the Nordstrom and Macy’s expansions and the creation of additional parking on the Village main lot.

The current application seeks to amend the Preliminary Plan for an approximately 46,000 sq. ft. retail expansion at the Village shopping center and for modifications of the Gravel Lot for parking purposes, including parking associated with commercial uses at the Village.

Finding - Preliminary Plan #1

Explain how the proposed development, or a major phase thereof, can be substantially completed within four years.

Findings of Fact - Preliminary Plan #1:

The proposed development consists of construction of a ±46,000 square foot building, the resurfacing of a portion of an existing parking and modifications of the Gravel Lot including paving, striping, lights and landscaping. The applicant has prepared a detailed construction timeline that estimates two different construction scenarios. If the Gravel Lot and Restoration Hardware building is constructed simultaneously, the proposed development could be completed in 11.5 months. This would be the fastest scenario. If the Gravel Lot and Restoration Hardware building is constructed consecutively, the proposed development would be completed in 22 months. This would be the lengthiest construction scenario. In either case, the proposed development would be completed well within four years.

Finding - Preliminary Plan #2

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.

Findings of Fact - Preliminary Plan #2:

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. The Development Agreement associated with the Project and existing zoning requirements would require that the Gravel Lot be completed prior to the completion of the Restoration Hardware Building in order to provide sufficient parking spaces for the new store. As such, there is no circumstance where the Restoration Hardware building would be completed without the completion of the Gravel Lot. Once constructed, the new store will function as part of the existing shopping center. It
will not operate wholly independent of the rest of the shopping center, but will add to the overall experience and vibrancy at the Village. The Gravel Lot is currently utilized by shoppers at the Village for overflow parking and the Gravel Lot would continue to be used for such purposes in the future, albeit with additional safety and water quality improvements.

**Finding - Preliminary Plan #3**

*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:*

**Findings of Fact - Preliminary Plan #3**

The new retail building is within the allowable development area, approved as a part of the 2009 General Plan. The Project proposes approximately 46,000 square feet, while the EIR prepared for the General Plan, and certified by the Town Council, studied an expansion of 185,000 square feet of additional retail uses (of which only approximately 17,431 SF had been constructed prior to submittal of the original applications in August of 2015). If the project is constructed the total FAR for the Village would be 0.38 while the maximum allowable FAR is 0.47. Furthermore, the EIR for the Village at Corte Madera Expansion Project EIR concluded that the Project would not have a significant traffic impact with implementation of the required mitigations measures.

**Finding - Preliminary Plan #4**

*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:*

**Findings of Fact - Preliminary Plan #4**

The Project does not include any residential development and is not immediately adjacent or near any residential development. See discussion of Preliminary Plan Finding #3 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. See Plan Sheets A18 and A19, which illustrate view of the Project site as seen from the surrounding hillsides. Furthermore the DEIR for the project analyzed the visual impacts including visual simulations of the proposed building and The Gravel Lot and determined that the project would not have a significant impact, section DEIR Section 3.1.

**Finding - Preliminary Plan #5**
Explain why existing or proposed utility services are adequate to serve the proposed development, and how adequate fire protection can be provided.

Project Findings of Fact - Preliminary Plan #5

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. Section 3.13 of the DEIR address utility service capacity and determine that it was adequate.

Finding - Preliminary Plan #6

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 Findings of Fact - Preliminary Plan #6

The modifications to the Gravel Lot are consistent with the purpose and objectives of the BRNH Overly District by improving the stormwater entering the bay, by not encroaching into the marshland. Currently rainwater and any contaminants on the Gravel Lot flow into several existing drain inlets and then into the Bay, without any treatment. With the proposed design of modified Gravel Lot, all surface water will first be filtered through a bio-retention system and then soak into the soil or with heavy or repeated rain flow into the Bay. Rain water that drains toward the RH Gallery will also be treated via flow through planters surrounding the building before it flows into the storm water system. Water quality, geology and flooding impacts were also addressed in the DEIR and if necessary, mitigation measures were identified and required as part of the project.

Both the Gravel Lot modifications and the RH Gallery are consistent with General Plan Land Use Goal LU-4 which advocates “Strong and vibrant commercial and office centers that serve local and regional needs”. The project is consistent with this goal and specifically Policy LU-4.3 and implementation measure LU-4.3a which aim to expand the Village through the allowance of additional floor area and the use of flexible development standards to protect and enhance the Town’s tax base.

The Project will also promote and implement General Plan Goal LU-3, to encourage infill development that achieves a more livable, sustainable community. The Project 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, create community amenities, use existing infrastructure, embody environmentally sensitive design and construction principles, and provide for more efficient use of Corte Madera’s limited land supply. The project will also facilitate the implementation of Policies LU-3.5 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.

Several more examples of the project consistency with the Community Development Element of the General Plan are discussed in Design Review Finding #1 below.
BRNH OVERLAY DISTRICT FINDINGS (CMMC 18.18.220)

Prior to approval of any development in the BRNH Overlay District, the following findings shall be made:

Finding - BRNH #1:
The project protects and preserves saltwater and freshwater wetlands and related habitats, and protects and preserves the water quality of wetlands;

Findings of Fact BRNH - #1:

The report prepared by WRA, which is one of the appendices of the DEIR for The Project ensures compliance with this standard. There are wetlands to the north, east and southeast of the Gravel Lot, 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. 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 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. Based on these facts, the Project would protect existing wetlands and preserve the water quality of wetlands that surround the Gravel Lot.

Finding - BRNH #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

Findings of Fact BRNH - #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. See Project Compliance with Development Standard #3, above, regarding details related to flood-proofing. These actions would reduce the risk of flood hazard to an acceptable level.

**PRECISE PLAN AMENDMENT AND DESIGN REVIEW FINDINGS**

The current application seeks to amend the Precise Plan to for construction of a new approximately 46,000 sq. ft. retail gallery and café for Restoration Hardware, modifications to the center’s east entry plaza and existing parking lot, and modifications to the Gravel Lot for the development of an improved parking lot with up to 455 spaces. The Town's Zoning Ordinance requires that the Planning Commission make all of the Design Review Findings (CMMC Chapter 18.30) and show that the Precise Plan Amendments is in substantial conformance with the approved Preliminary Plan.

The Precise Plan Amendment is in substantial conformance with the approved Preliminary Plan because all proposed improvements are within footprint of the Village, the project will utilize the existing roadway network and it will be within the allowed density of the Village. The modifications to the Gravel Lot will not expand the parking area and no natural vegetation will be altered. Lastly the proposed use for the retail store is permitted in the C-2 District and the use of parking at the Gravel Lot is also permitted in the C-2 District.

The following required findings must be made in order for the Town to grant approval of a Design Review application. These findings also must be made for the Town to approve a Precise Plan Amendment

**Finding – DESIGN REVIEW #1**

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

Findings of Fact – DESIGN REVIEW #1

The proposed RH Gallery and the Gravel Lot are consistent with many of the Goals, Policies and Implementation Programs in the General Plan particularly within the Community Design Element such as:

**POLICY CD-1.2** Require residential, non-residential and infrastructure design that respects natural areas and ecosystems within Corte Madera.
The location of the RH Gallery is designed to be integrated into the existing center and not encroach into the natural environment. By placing the building in close proximity to the existing building of the Village the visual impact to the shoreline is minimized. It the building was placed at the eastern edge of the parking lot it will be much more noticeable to user of the Bay Trail and Shorebird Marsh and would also have a great impact on the view of Mt. Tamalpais from the Bay Trail.

The building is designed so that it steps inward as it increases in height to provide interest, variety and reduce bulk. The natural materials proposed for the building's exterior blend with the surrounding environment and provide visual interest. The use of glass and vegetation at many levels blends with the surroundings.

The development of the Gravel Lot has been kept to a minimum with no structures proposed and minimal lighting for safety and security. All existing native vegetation will remain and the option fence will be as low as possible the deter dogs and humans from entering the marsh area. All proposed landscape along the lots perimeter and with the bio-detention areas will be native and drought tolerant to screen the cars as much as possible with looking artificial.

POLICY CD-1.3 Encourage the use of building design and materials that conserve energy and material resources.

The RH Gallery building will incorporate a variety of green building techniques such as:

- Water use reduction through low flow plumbing fixture selection
- Waste water reduction through water conserving fixture selection
- Construction waste reduction through recycling or reuse
- Maximize building systems performance through independent commissioning plan, testing and end user training
- Air quality through the selection of low VOC, formaldehyde materials including sealants, paints carpets, composite wood products and resilient flooring
- Green roof system including water harvesting to reduce irrigation system demands

Addition design features and materials for both the RH Gallery and the Gravel Lot are listed below under Design Review Finding #5.

POLICY CD-1.5 Preserve the value of the community’s night sky and avoid unnecessary light and glare from signage, building and landscape illumination, or other sources of outdoor lighting.

Both the RH Gallery and the Gravel Lot will have night sky compliant fixtures for all exterior lighting. Dimmers, timers and motion sensors will be install where appropriate to minimize light pollution but still provide safety and security.

POLICY CD-4.4 Discourage the use of corporate architecture that is incompatible with the
design character of the project site or area...

The RH Gallery is a unique building and is not corporate architecture. It is designed to be a stand-alone building and at the same time not conflict or detract from the other buildings on the east side of the Village.

POLICY CD-4.5 Floor area ratios for non-residential development shall adhere to Town design policy.

The size of the RH Gallery is consistent with the floor area ratio of the Village and with the addition area of the RH Gallery the Village is under the allowable FAR of 0.47.

POLICY CD-4.6 Control the extent of non-residential visual bulk in new construction.

The proposed building is within the height limit of the previously approval Preliminary Plan and incorporates many different features to reduce the buildings bulk, such as details and variety on each of the four elevations, extensive articulation with the use of step backs, balconies, roof elements and landscaping.

POLICY CD-5.1 Ensure that non-residential development provides amenities that promote pedestrian activity and community gathering.

The RH Gallery will provide pedestrian and community amenities on the third level loft, and public café on the ground level of the store as well the enhanced east entry of the Village.

The proposed RH Gallery and the Gravel Lot are also consistent with purpose and regulations of the Regional Serving Shopping District (C-2)

Purpose of the C-2 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, and particular 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. The Village and the Town Center are the two areas in Town with a C-2 designation.

The Project will support the continued development and enhancement of the Village. The RH Gallery will attract customers from a wide geographic area and will not impact the freeway access to the Village. The products proposed for the RH Gallery appear to compliment other retailers in the Village.

Finding - DESIGN REVIEW #2.
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.

Findings of Fact – DESIGN REVIEW #2

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 native and drought tolerant and appropriate to climate and in harmony with the building design and Village Shopping Center. Plan sheets RH-L1 through RH-L7 depict landscape changes associated with construction of the RH Gallery. Construction will require 35 trees to be removed from the shopping center parking lot where the new RH 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.

Finding – DESIGN REVIEW #3

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.

Findings of Fact – DESIGN REVIEW #3

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. The nearest residential community is approximately 1,200 feet across U.S. 101 from the proposed RH Galley and approximately 800 feet across U.S. 101 from the Gravel Lot It is located in close proximity to other commercial structures at the Village of similar scale, and is located in a commercial zone, and therefore, does not adversely impact nearby residences. The Project is well-designed and in compliance with Town’s Design Review requirements Plan Sheets A2 – A4, A18 and A19. See Finding of Fact GPA-#1 above regarding the Project’s benefit to public welfare.

Finding – DESIGN REVIEW #4

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.

Findings of Fact – DESIGN REVIEW #4
The Project includes construction of a new store on an existing surface parking lot in an existing regional shopping center, and resurfacing and the addition of new landscaping in 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. 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. See Plan Sheets RH-L1 – RH-L6, which illustrates the landscaping enhancements at grade, the second floor terraces and the roof-top plaza.

The building is designed so that it steps inward as it increases in height to provide interest, variety and reduce bulk. The maximum height of the building is similar to the existing larger building at the Village (i.e. Nordstroms), however, the various elements on each level make it appear in scale with both the multi-story and single story buildings nearby, such as The Gap. The natural materials proposed for the building’s exterior blend with the surrounding environment and provide visual interest. The use of glass and vegetation at many levels blends with the surroundings.

The integration of the main entrance of the RH Gallery to the east entry of the Village will create a pedestrian element and gathering place at this part of the center. What is currently just an entrance to the center and a drop-off and pick-up area will become an added focal point to the Village.

Finding – DESIGN REVIEW #5

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

Findings of Fact – DESIGN REVIEW #5

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.

Sustainability elements of the Project include:

- 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

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• 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
• 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

The Gravel Lot will incorporate native plantings within the rain gardens to filter stormwater and improve water quality in the surrounding marshlands, it will include energy efficient lighting, and a surface water treatment system that will better withstand vehicles and weather. The proposed project will result in high quality, durable structures and well-maintained, native landscaping.

Finding - DESIGN REVIEW #6.

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.

Finding of Fact - DESIGN REVIEW #6:

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 parking, and ultimately the new store entry. Another pedestrian crosswalk with enhanced paving provides an accessible path of travel between the shopping center courtyard and the western entry of the new store. The new RH Gallery store will frame and enhance the existing east entry to the center of the Village and provide a central vehicular drop-off area that will allow for a prominent arrival area for visitors. The redesign of the east entry plaza will create more seating opportunities extend the pleasant interior amenities of the Village out toward the vehicular circulation area and the RH store. Additional bicycle parking in this area will also allow for convenient access to the Village for bicyclists. The RH store itself will provide and elegant and pleasing setting for visitors and the general community by creating a public atrium, café, and several outdoor seating areas on the structure’s rooftops, with views of Mt. Tam and the Bay.

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. Also, as part of the improvements to the Lot, the roadway median is proposed to be extended to eliminate the ability to make left turns in and out of the eastern access point of the lot. This median extension will include a 4 foot hedge with will discourage pedestrians from crossing Redwood Highway at this point.

**Finding - DESIGN REVIEW #7.**

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.

Findings of Fact - DESIGN REVIEW #7:

The improvements to the Lot will have positive benefits to the quality of the stormwater entering marsh adjacent to the lot. 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 low impact development features will tie into existing outfall structures, with no changes to the outfall configuration.

There are no known violations of the Zoning Ordinance, Municipal Code or Building Code at the Village today.

**Finding – DESIGN REVIEW #8.**

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.

Findings of Fact - DESIGN REVIEW #8:

No signage has been submitted as part of the present application. The sign application will be submitted later.

**NOW, THEREFORE, BE IT FURTHER RESOLVED,** that the Town Council of the Town of Corte Madera does approve the Conditions of Approval listed below for the Preliminary and Precise
Plan Amendments and the Design Review Application. These conditions of approval are also listed in the Conditional Use Permit Resolution 57/2017.

CONDITIONS OF APPROVAL

PLANNING DEPARTMENT

PLANS

1) Consistency with Approved Plans - The proposed Project shall be constructed substantially in accordance with:
   a. The plan set titled Restoration Hardware Gallery stamped “Official Exhibit” with a received stamp of November 29, 2017,
   b. The color and materials board titled Corte Madera Planning Commission stamped “Official Exhibit” with a received stamp of October 24, 2017, except as amended by these conditions of approval.
   c. Any signage shown in the Approved Plans are for illustrative purposes only and a subsequent application shall be submitted for any proposed signage.

2) Conditions of Approval - Plans submitted for building permit application shall include the following on one or more of the plan sheets:
   a. These conditions of approval;
   b. The Mitigation Monitoring Program (MMP) and;
   c. Traffic Control Plan and Site Logistic Plan dated October 24, 2017
   d. Construction Management Plan

3) Changes to Plans - No changes shall be made to the approved plans without written approval from the Corte Madera Planning Department. If the applicant proposes changes that require Planning Department review to determine conformance with the approved plans, the Planning Director may require a $500 deposit for a Permit Amendment, pursuant to the Corte Madera Fee Schedule. The Planning Director may also refer proposed changes of the approved plans to the Planning Commission for review.

4) Owner and Contractor Statement - The applicant shall provide with the building permit application submittal a signed “Owner and Contractor Statement”. This signed document acknowledges that the owner and contractor have read, understand and accept the responsibility to implement the conditions of approval.

MITIGATION MEASURES REQUIRE PURSUANT TO THE VILLAGE AT CORTE MADERA EXPANSION PROJECT EIR

5) Compliance with Approved Mitigation Measures - All mitigations measures listed in the Mitigation Monitoring Program (Attachment 6 of November 14, 2017 Planning Commission Staff Report) shall be implement along with these conditions of approval.
6) Café – The café service shall be limited to the 5,800 square feet on the first floor. Items can be purchased to go or be taken to other parts of the RH Gallery. Café staff may provide busing services to other parts of the gallery beyond the 5,800 square feet café area.

CONSTRUCTION

7) Preconstruction Meeting – Prior to submitting a building permit for the RH Gallery and the Gravel Lot, a preconstruction meeting shall take place with all appropriate representatives of the Project construction team, Town representatives and any other agencies. The meeting shall address items such as the construction management and parking plan, required permits, traffic and parking management, work schedule, delivery schedule, contact person(s), neighborhood notification, insurance, damage deposits, etc.

8) Hours of Construction - Hours of construction shall be limited to 7:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. on Saturday and Sunday; and provided that, if any reasonable and credible work-related complaints are received by the Town about construction during any weekday or weekend, the Planning Director is vested with the authority to impose reasonable conditions to address the issues that gave rise to the complaint. Whether or not a complaint about construction is reasonable and credible shall be left to the sole and sound judgment of the Planning Director. In order to mitigate any potential adverse impacts the applicant’s construction activities have on neighboring property owners and renters, the Planning Director shall be vested with the authority to impose reasonable conditions on the applicant’s hours of construction and/or the applicant’s construction activities. No workers shall be on the site except during these hours. Without limiting the generality of the foregoing, no preparatory work or staging shall be allowed to occur on the site or on adjacent properties except during the hours specified above. No work shall be performed on a legal holiday as defined and approval shall be at the sole discretion of the Planning & Building Director or his/her designee. Requests for modifications to these construction hours can be submitted to the Town for review.

LANDSCAPE PLANS

9) All landscaped areas shall be installed prior to Certificate of Occupancy in compliance with landscape plans referenced above. If all the required landscaping is not completed prior to the Certificate of Occupancy, the applicant shall post a cash deposit or letter of credit for 125 percent of the total cost of the landscaping, based on a written estimate of such cost. All landscaping shall be completed within six months of the Certificate of Occupancy.

10) Any landscaped area provided in compliance with this title shall feature water-conserving landscape designs and shall be permanently maintained by the property owner, including automatic watering, weeding, pruning, fertilizing, spraying, or other form of insect control, replacement of plant materials as needed, and any other operations needed to ensure proper maintenance. Failure to meet these requirements shall be cause for the issuance of a citation, an
order of compliance, nuisance abatement action, and/or the revocation of any land use approval for which the landscape requirements were made a condition of approval. If the respondent refuses to comply with the provisions of the citation and order, legal proceedings may be initiated by the town attorney to obtain compliance when such proceedings are authorized by the town council.

OTHER PERMITS OR OTHER REQUIREMENTS

11) Permits From Other Agencies – Prior to submitting an application for a building permit, grading permit or significant tree removal, the applicant shall provide any required approvals and/or permits from any local, state or federal agencies with jurisdiction over any resource on the site. It shall be the responsibility of the applicant to determine whether approvals and/or permits are required.

12) Affordable Housing Fee – Pursuant to Section 3.48 of the CMMC an affordable housing fee will be required and such fee shall be paid prior to the application of a building permit.

13) School District Mitigation Fees - Applicant is responsible for ascertaining whether School District mitigation fees will be required by the Larkspur-Corte Madera School District for this project. If fees are required, the district will require that these fees be paid prior to the applicant receiving a building permit for this project.

14) Graywater Requirements - If this project requires a new water service or a larger water meter then prior to submitting an application for a building permit with the Town of Corte Madera, the applicant shall provide written documentation that the Project complies with the Graywater provisions of Title 13 of the Marin Municipal Water District (MMWD) Code (Ordinance 429). MMWD Graywater information is available at marinwater.org/155/Graywater or 415-945-1530.

15) Traffic Mitigation Fee: Pursuant to Section 3.32 of the CMMC the applicant shall pay the required traffic mitigation fee.

LIGHTING

16) Exterior Lighting Dark Sky Compliant - All exterior lighting must be dark sky compliant and not create a glare or hazard on adjoining streets, properties or residential areas. Lighting must be designed and installed so that the filaments, light sources or lenses are shielded with opaque material in such a way that they will not be visible at property lines. Exterior lights shall have a color temperature of 3000 Kelvin or lower (warm not cool). Any changes to proposed lighting must be approved by the Planning Department.

17) Exterior Lighting – Dimmers, Timers and Motion Sensors – The lighting plans submitted for building permits for both the GH Gallery and the Gravel Lot shall indicate the exterior lights which are connected to dimmers, timers and/or motion sensors. These lighting plans shall be reviewed by staff and if necessary a lighting professional, paid for by the applicant, to assure that night time lighting is night sky compliant, does not significantly impact neighboring
properties and the public and provides adequate lighting for security and safety. After installation, the applicant shall reduce the lighting levels up to the minimum required by code for public safety purposes if directed by staff. As discussed at the November 14, 2017 Planning Commission public hearing, the applicants shall work with staff to have as many parking lot lights as possible at the Gravel Lot on motion sensors to minimize night time light why still providing adequate lighting for security and safety.

18) Interior Lighting - Interior lighting shall be turned off or dimmed at 11pm or at the close of business whichever is earlier to minimize light impacts to adjacent properties and the public while still providing enough lighting for security and safety. Motion-activated lighting, otherwise complying with these conditions of approval, may be utilized without time restrictions.

INSPECTIONS AND VERIFICATIONS

19) Height Verification of the RH Gallery – After installation of the roof truss, initial roof framing or highest point or points of the building, the applicant shall provide confirmation in writing to the Town from a licensed surveyor or engineer that the heights of the RH Gallery are consistent with the approved building permit plans.

20) Property Line and Setback Verification - Upon issuance of a Building Permit, the property line and setback location(s) at areas of construction must be identified on site by a licensed land surveyor or registered civil engineer. The licensed land surveyor or registered civil engineer shall submit a written confirmation to the Building Department that the staking of the property lines has been properly completed.

21) Final Planning Inspection - Prior to a final Building Division inspection of this project, the applicants shall contact the Planning Department to schedule an inspection of the finished project to ensure compliance with all of the required conditions of approval per the resolution approving the Project.

22) Access for Inspections - The applicant and subject property owner shall permit the Planning Department or its representative(s) or designee(s) to make inspections at any reasonable time deemed necessary to assure that the construction being performed under the authority of this approval is in accordance with the terms and conditions described herein.

23) Permit Expiration – Pursuant to Section 18.18.050(e) of the CMMC this approval shall remain valid for a period of two years from the approval day, after which the approval shall lapse and become null and void. The issuance of a building permit shall constitute an extension of the approval which shall then remain valid during the same time period the building permit is active. If a building permit has not been issued before expiration of the approval, an extension may be requested as prescribed in Section 18.18.050(e) (Design Review) of the Town Zoning Ordinance. Such requests must be made before expiration of the approval. If the building permit(s) expire before completion of the Project, the Planning Director may at his/her discretion, permit an extension of the approval.
INDEMNIFICATION AGREEMENT

24) The applicant shall - Defend, indemnify, and hold harmless the Town of Corte Madera and its agents, officers, attorneys, or employees from any claim, action or proceeding (collectively referred to as “proceeding”) brought against the Town or its agents, officers, attorneys, or employees to attack, set aside, void, or annul this approval, which proceeding is brought within the applicable statute of limitations. The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the Town, if any, and the cost of suit, attorney’s fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the applicant, the Town, and/or the parties initiating or bringing such proceeding.

25) The applicant shall - Defend, indemnify, and hold harmless the Town, its agents, officers, attorneys, or employees for all costs incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending any document, if made necessary by said proceeding and if applicant desires to pursue securing such approvals, after initiation of such proceeding, which are conditioned on the approval of such documents.

26) The applicant shall - In the event that a proceeding is brought, the Town shall promptly notify the applicant of the existence of the proceeding and the Town will cooperate fully in the defense of such proceeding. In the event that the applicant is required to defend the Town in connection with any said proceeding, the Town shall retain the right to (1) approve the counsel to defend the Town, (2) approve all significant decisions concerning the matter in which the defense is conducted, and (3) approve any and all settlements, which approval shall not be unreasonably withheld. The Town shall also have the right not to participate in said defense, except that the Town agrees to cooperate with the applicant in the defense of said proceeding. If the Town chooses to have counsel of its own defend any proceeding where the applicant has already retained counsel to defend the Town in such matters, the fees and expenses of the counsel selected by the Town shall be paid by the Town. Notwithstanding the immediately preceding sentence, if the Town attorney’s office participates in the defense, all Town attorney fees and costs shall be paid by the applicant.

APEAL PERIOD

27) The decision by the Town Council regarding this application is final and it cannot be appealed.

STOP WORK ORDER - RED TAG ORDINANCE

28) Per Section 15.70.010 of the Municipal Code, whenever any construction or other work that is subject to any provision of the Code has been, or is being, done in any manner that is contrary to any of the provisions of the Code, any ordinance of the Town, or any condition of a permit, approval, or other entitlement granted by the Town, the Town Manager or his/her designee may order that all construction or work on the property be stopped immediately by notice in writing mailed to any person engaged in doing or causing such work to be done and the owner of the property, and by posting on the property where the violation has occurred, or is presently occurring, a notice to stop such construction or work. Such person shall forthwith stop such
work until authorized by the Town to proceed.

PUBLIC WORKS DEPARTMENT

Grading and Drainage

1. In accordance with section 15.20.030 of the Municipal Code, the applicant may be required to obtain a Grading and Drainage Permit from the Public Works Department prior to issuance of a Building Permit. The application for this permit shall include, but not be limited to, a site grading plan/drainage plan showing topographic information prepared by a licensed civil engineer or landscape architect. If a geotechnical report is required, the Project’s geotechnical/soils engineer shall review and approve the grading/drainage plan for conformance to the report prepared for the Project.

2. Grading within this area may be subject to the requirements of Section 15.20.220 “Supervised Grading” of the Municipal Code. A determination will be made by the Public Works Department at the time of the Grading and Drainage Permit.

3. No earthwork shall take place during the rainy season between October 15th and April 15th without special written authorization from the Director of Public Works. Unless specifically exempted, earthwork operations will require an Erosion and Sediment Control Permit from the Public Works Department per Municipal Code Section 15.20.285. The permit will require the installation and maintenance of appropriate erosion and sedimentation control measures for the proposed work. The applicant will be required to obtain the permit prior to the issuance of Building Permit.

4. Per Municipal Code Section 15.20.285, the applicant may be required to post a security (cash deposit) to guarantee the timely installation of erosion control measures whenever the contractor fails to perform the required erosion control work or to perform it in a timely manner. Applicability of the security, which is based on the square footage of earthwork, will be determined at the time of Erosion and Sediment Control Permit.

5. As of July 1, 2015 new projects must comply with NPDES Phase II permit storm water discharge requirements. Show how this project will comply with the new requirements and fill out required forms. This requirement will be prepared by an Engineer familiar with NPDES Phase II permit storm water discharge requirements. Prior to issuance of a building permit the applicant shall provide a copy of the Notice of Intent to obtain coverage under and to comply with the State Water Resources Control Board National Pollutant Discharge Elimination System (NPDES) General Construction Permit (General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities).

6. A hydrology study shall be prepared by a licensed civil engineer or landscape architect, documenting the impacts and mitigations of any increase in surface runoff rates due to the proposed development. This study shall be submitted to the Public Works Department for review and approval prior to obtaining a Building Permit.

7. Where possible, drainage facilities shall be installed to collect roof drainage and surface water runoff from driveways, walkways, and other paved surfaces. Drainage shall be conveyed and disposed in a manner that avoids concentrated flows and minimizes impacts to adjoining properties. Drainage collection systems shall be designed to Town standards and the flow shall be conveyed to a publicly maintained or natural storm drain system. Runoff shall not be diverted from one drainage area to another. The subsurface drainage system of the foundation
or the retaining wall shall remain separate from the surface drainage system.

8. Construction activity resulting in a land disturbance of one acre or more, or less than one acre but part of a larger common plan of development, must obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit) from the California State Water Resources Control Board. This permit will require the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the Project.

9. Prior to issuance of a building permit, a construction management plan shall be submitted by the applicant for approval. The plan shall show in detail how the work will progress in order to mitigate access impacts. This shall include, but not be limited to, a detailed schedule of the work, the designation of stockpile areas for grading and construction materials, the size and type of trucks and equipment to be used for the work, and an indication of how construction deliveries and workers will park and access the site.

10. Prior to issuance of a Building Permit, the Public Works/Engineering Department will make a determination as to whether the proposed improvements will interfere with the free flow of any watercourse affected by the Project. The construction of any improvement within a watercourse will require a Watercourse Alteration/Relocation Permit from the Public Works Department per Municipal Code Section 9.32.060.

Traffic

11. Prior to issuance of any permit, the applicant shall submit any applicable pedestrian or traffic detour plans, to the satisfaction of the Town Engineer, for any lane or sidewalk closures. The detour plan shall comply with the State of California Manual of Traffic Controls for Construction and Maintenance Work Zones, and with standard construction practices.

Work In Public Right-of-Way

12. Per Town Resolution No. 3314, a project over $10,000.00 is subject to the Street Impact Fee equal to 1% of the project valuation. Applicability of this fee will be determined at the time of Building Permit.

13. At the time of Building Permit, the Public Works/Engineering Department will inspect encroachments, vegetation, sidewalks, and drainage at the property for compliance with the Town Municipal Code. The applicant shall bring the property into compliance with the Municipal Code in accordance with Town standards and to the satisfaction of the Public Works Director/Town Engineer prior to final acceptance of the Project.

14. Per Municipal Code Section 12.04.040, an Encroachment Permit from the Public Works Department will be required for any activities within, or use of, the public right-of-way such as placement of debris boxes, staging of equipment in the street, traffic control activities, or street closures, subject to the review and approval of the Public Works Department.

15. The applicant may be required to prepare and submit a Construction Management Plan to the Public Works/Engineering Department prior to the issuance of the Building Permit. The Plan shall provide a general overview of the construction process as it affects the public right-of-way and surrounding neighbors. At a minimum, the plan should outline the schedule of construction, the locations for staging of equipment and materials, and the truck routes that will be used for deliveries.

16. Prior to the issuance of the Building Permit, the applicant may be required to provide a
Construction Parking Plan to Public Works. The Plan shall propose a system to minimize the effect of construction worker parking in the neighborhood, include an estimate of the number of workers and vehicles that will be present on the site during various phases of construction, and indicate where sufficient off-street parking will be provided.

Permits From Other Agencies

17. The applicant shall be responsible for determining if permits will be required from the Bay Conservation and Development Commission, Army Corps of Engineers, California Department of Fish and Game, or any other regulatory agency having jurisdiction over the Project. If any of these permits are required, they must be obtained by the applicant before a Building Permit will be issued.

Sanitary Sewer

18. The existing sewer lateral serving the property shall be pressure tested or inspected by in-line video equipment from the building foundation to the main in accordance with Sanitary District No. 2 standards. Should the lateral fail this test, the applicant shall obtain a Sanitary Sewer Permit for the repair or replacement of the lateral in accordance with District standards prior to final acceptance of the Project.

19. Prior to issuance of a building permit, the applicant shall submit a sanitary sewer drawing showing a plan and profile of the existing and proposed sewer mains and laterals. All work shall comply with Sanitary District No. 2 Standard Specifications and Drawings, latest edition, and any other special requirements, including additional sewer main replacement.

20. Sanitary District No. 2 requires that individual buildings have separate side sewers. Part B, Section 4-03(S) of the District's Standards allows an exception for this requirement only on specific approval from the District, and Part B, Section 4-03(B) would require a six (6) inch side sewer from the property to the sewer main if more than one building sewer were to be connected.

21. The applicant may be required to obtain a Sanitary Sewer Permit to be issued by Sanitary District No. 2 for all work associated with the sanitary sewer mains or laterals serving this property, including the installation of a backflow preventer device. An application for this permit shall be made to the District prior to beginning any work on the sanitary sewer system.

Construction Operations

22. Prior to the issuance of a Building Permit, it may be required that a cash deposit up to a maximum amount of $10,000 be posted for bonding purposes to ensure repair of any damage to roadways, landscaping, and other public improvements in the Town right-of-way caused by the applicant's construction-related activities. The amount of the cash deposit shall be determined at the time of the Building Permit. Said cash deposit shall not be released until the Project, including all landscaping, is completed and all required repairs have been made.

23. Prior to the issuance of Building Permit, a video or photographic inspection of the existing conditions of the roadways and other public improvements adjoining the Project may be required of the applicant. The inspection results shall be submitted to the Public Works Department.

24. Any damage to the street caused by heavy equipment or because of project construction activities shall be repaired, at the applicant's expense, prior to issuance of the Certificate of
Occupancy. All hazardous damage shall be repaired immediately. Any heavy equipment brought to the construction site shall be transported by truck.

25. Per Municipal Code Section 9.33.100, the applicant shall employ best management practices (BMPs) as appropriate from the California Stormwater Best Management Practice Handbook for Construction Activity, latest edition, or from the Erosion and Sedimentation Control Field Manual published by the California Regional Water Quality Control Board, to control and prevent the discharge of sediment, debris and other construction related wastes to the storm drainage system or waterways, including, but not limited to, general construction, concrete and mortar application, heavy equipment operation, road work and paving, and earth-moving activities.

CENTRAL MARIN FIRE DEPARTMENT CONDITIONS OF APPROVAL:

26. Fire Protection Requirements. A fire sprinkler system shall be installed throughout the entire building, which complies with the requirements of the National Fire Protection Association (NFPA) 13 and local standards. A separate deferred permit shall be required for this system. Plans and specifications for the system shall be submitted by an individual or firm licensed to design and/or design-build sprinkler systems.

A fire alarm system shall be installed throughout the entire building, which complies with the requirements of the National Fire Protection Association (NFPA) 72 and local standards. A separate deferred permit shall be required for this system. Plans for the system shall be submitted by an individual or firm licensed to design and install the fire alarm system.

27. Fire Hydrant Requirements. A minimum of 2 new fire hydrants able to supply a minimum of 1,500 gallons per minute will need to be installed.

28. Fire Department Access Requirements. A 20-foot fire department access road shall be provided and maintained. All fire lanes shall be maintained and kept clear of construction traffic at all times.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Town Council of the Town of Corte Madera does hereby find and resolve as follows:

1. Recitals

The foregoing recitals are true and correct and are incorporated into the findings herein.

2. Record

The Record of Proceedings ("Record") upon which the Town Council makes its recommendation includes, but is not limited to: (1) the 2009 General Plan, (2) the FEIR certified for the 2009 General Plan, including the appendices and technical reports cited in and/or relied upon in preparing the FEIR, (3) all staff reports, Town files and records and other documents prepared for and/or submitted to the Town Council relating to the Village at Corte
Madera Restoration Expansion Project Application including the EIR prepared to evaluate the environmental effects of the Project (4) the recommendation of the Planning Commission (5) all documentary and oral evidence received at public hearings or submitted to the Town relating to the Project EIR, and (6) all matters of common knowledge to the Town Council and the Town, including, but not limited to, Town, state, and federal laws, policies, rules, regulations, reports, records and projections related to development within the Town and its surrounding areas. The location and custodian of the Record is the Planning Director of the Town of Corte Madera, 300 Tamalpais Drive, Corte Madera, CA 94925.

3. **Compliance with the California Environmental Quality Act (CEQA)**

The Town Council of the Town of Corte Madera has reviewed the Environmental Impact Report (EIR) for the Project and based on its independent judgement and analysis determines that the EIR was prepared in accordance with the CEQA and that based on the whole record, including public comments received during the public review process, there is not substantial evidence that the project will have a significant effect on the environment. The resolution certifying the EIR (54/2017) is attached to the December 5, 2017 Staff Report.

**I HEREBY CERTIFY** that the foregoing resolution was duly and regularly adopted by the Town Council of Corte Madera at a regular meeting held on the 5th day of December 2017, by the following vote, to wit:

**AYES:** Councilmembers:

**NOES:** Councilmembers:

**ABSENT:** Councilmembers:

Diane Furst, Mayor

ATTEST:

Rebecca Vaughn, Town Clerk
Resolution #57/2017
Conditional Use Permit
RESOLUTION NO. 57/2017

CONDITIONAL USE PERMIT

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA APPROVING THE CONDITIONAL USE PERMIT APPLICATION FOR A CAFÉ WITH A 5,800 SQUARE FOOT SERVING AREA WITHIN THE PROPOSED 46,000 SQUARE FOOT RH GALLERY BUILDING AT 1618 REDWOOD HIGHWAY AS PART OF THE VILLAGE AT CORTE MADERA RESTORATION HARDWARE EXPANSION PROJECT.

WHEREAS, the purpose of a Conditional Use Permit (CUP) is to allow for uses within a zoning district which, by the conditions, are made compatible with the primary uses of the Regional Serving Commercial District (C-2); and

WHEREAS, the purpose of a CUP is also to give the use regulations the flexibility necessary to achieve the objectives of this title and to account for the widely varying needs of some uses; and

WHEREAS, conditional uses include various types of public and private structures and uses which do not precisely fit into the zoning district classifications. Because of their unusual characteristics, conditional uses require special consideration so that they may be located properly with respect to the objectives of the Corte Madera Municipal Code (CMMC) and with respect to their effects on surrounding properties; and

WHEREAS, the Planning Commission is empowered to forward a recommendation to the Town Council; and

WHEREAS, the Town Council is empowered to grant or to deny applications for use permits and to impose reasonable conditions upon the granting of use permits; and

WHEREAS, on June 19, 2015, Corte Madera Village, LLC and Restoration Hardware (“The Applicants”) submitted an application for The Village at Corte Madera Restoration Hardware Expansion Project (“The Project”) which contained a General Plan Amendment, Rezoning, Preliminary Plan Amendment, Precise Plan Amendment and Design Review to construct a ±52,000 sq. ft. two-story RH Gallery with an open roof top courtyard and improve the Town owned Gravel Lot located on Redwood Highway northeast of the Village at Corte Madera eastern parking lot (APN-024-03-019) (Gravel Lot) to the north east of the Village; and

WHEREAS, on October 6, 2015, the Town Council, during a public business item, approved a contract with the Environmental Consulting Firm of GHD (“GHD”) to prepare Phase 1 of the Environmental Impact Report for the Project; and

WHEREAS, on October 20, 2015, the Town Council, during a public business item, approved Resolution 41/2015 giving authorization to proceed with discussions and/or real estate negotiations with Macerich (a property owner at the Village shopping center) regarding potential sale, lease or other disposition of the Gravel Lot and approval of Resolution No. 42/2015 approval of an access agreement
to allow Corte Madera Village, LLC access for inspection and testing of the Gravel Lot; and

WHEREAS, on February 2, 2016, the Town Council, during a public business item, approved a contract with GHD to prepare Phase 2 of the Environmental Impact Report and authorized further negotiations with Macerich for the use of the Gravel Lot for shopping center parking; and

WHEREAS, on October 25, 2016, a Notice of Preparation (NOP) for the Project EIR was filed with the State Clearinghouse and the public comment period (October 25, 2016 to November 30, 2016) regarding the scope of work for the proposed EIR commenced; this comment period was notice via: the Town’s website, the email list of individuals who had commented on or signed up for notification of this particular project, in the Marin Independent Journal, and to properties within 300 feet of the Project; and

WHEREAS, from October 25, 2016 to November 30, 2016, the Town received public comments regarding the scope of work for the proposed EIR for the Project; and

WHEREAS, on November 17, 2016, a scoping meeting which was noticed via: the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, the Marin Independent Journal, all properties within 300’ of the project and the town reader board was held at the Town Hall to receive input from the public on the scope of work proposed by GHD for the EIR; and

WHEREAS, on December 20, 2016, the applicants revised their application, based on feedback from the community, to include a reduction in the size of the proposed building by approximately 7,000 square feet, a reduction in height by 6 feet, the addition of a café, and changes in the design elements to complement the surrounding views; and

WHEREAS, on March 21, 2017, the Town Council, during a public meeting, endorsed a proposed term sheet for a non-exclusive easement and development agreement to allow for Corte Madera Village, LLC to improve the Town’s Gravel Lot and utilize resulting parking spaces for required parking for the Village at Corte Madera, including a potential Restoration Hardware Expansion project and provided direction and authorization to Town staff to draft the non-exclusive easement and development agreement consistent with the term sheet; and

WHEREAS, on July 12, 2017, a Notice of Completion (NOC) for the Project Draft Environmental Impact Report (DEIR) was filed with the State Clearinghouse and the public comment period (July 12, 2017 to August 25, 2017) regarding the DEIR commenced; this comment period was noticed via: the Town’s website, the email list of individuals who had commented on or signed up for notification of this particular project, in the Marin Independent Journal, and to properties within 300 feet of the Project; and

WHEREAS, on August 8, 2017, the Planning Commission, during a public hearing, which was noticed via: the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, the Marin Independent Journal, hard copy mailings sent to all properties within 300’ of the project, the town reader board and a posting on NextDoor.com, received comments on the DEIR; and
WHEREAS, on October 16, 2017 notices announcing the display of story poles and supplemental information to aid in understanding the physical location and scale of the proposed Project, were posted on the Town’s website and sent to the email list of individuals who have commented on or signed up for notification of this particular project. Additional signage and information regarding the story poles was also made available at the project site; and

WHEREAS, on November 1, 2017, copies of the FEIR were sent to those public agencies who commented on the Draft EIR in accordance with CEQA Guidelines Section 15088; and

WHEREAS, also on November 1, 2017, the public was notified of the availability of the FEIR and the November 14, 2017 Planning Commission public hearing via: the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, hard copy mailings sent to all properties within 300’ of the project, the town reader board and a posting on NextDoor.com; and

WHEREAS, on November 3, 2017, additional notice of the November 14, 2017 Planning Commission public hearing, availability of the FEIR, and extension of story pole viewing period was posted as a News Flash item on the Town’s website; and

WHEREAS, on November 4, 2017, a notice announcing the November 14, 2017 Planning Commission public hearing was posted in the Marin Independent Journal; and

WHEREAS, on November 14, 2017, the Planning Commission held a public hearing on the Environmental Impact Report, the applications for a General Plan Amendment, Rezoning, Preliminary Plan Amendment, Precise Plan Amendment, Design Review, Conditional Use Permit, and a Development Agreement; and

WHEREAS, also on November 14, 2017, the Planning Commission unanimously approved Resolution 17-022, by a vote of 5-0, and thereby forwarded a recommendation to the Town Council to: 1) certify the Environmental Impact Report for the Project, 2) approve the General Plan Amendment to change the land use designation of the Gravel Lot from Wetlands and Marshlands to Mixed-Use Region-Serving Commercial, 3) approve the Rezoning of the Gravel Lot from Parks, Open Space and Natural Habitat to Regional Shopping (C-2), 4) approve the Preliminary Plan Amendment for retail expansion and improvements to the Gravel Lot, 5) approve the Precise Plan Amendment for a new approximately 46,000 square foot retail store and café, modifications to the Village east entry plaza, and modifications to the Gravel Lot, 6) approve the Design Review application for a new approximately 46,000 square foot retail store and café, modifications to the Village east entry plaza, and modifications to the Gravel Lot, 7 ) approve the CUP for a cafe within the Regional Shopping District (C-2), and 8) approve the Development Agreement between the Town of Corte Madera and Macerich; and

WHEREAS, on November 17, 2017, notices were sent and posted announcing the December 5, 2017 Town Council public hearing; notices were sent via: the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, hard copy mailings sent to all properties within 300’ of the project, the town reader board and a posting on
WHEREAS, on November 25, 2017, a notice announcing the December 5, 2017 public hearing was posted in the Marin Independent Journal; and

WHEREAS, on December 5, 2017, the Town Council of the Town of Corte Madera held a noticed public hearing to discuss and possibly take action on The Village at Corte Madera Restoration Expansion Project which included a CUP for a café with a 5,800 square foot serving area within the proposed 46,000 square foot RH Gallery Building as part of the Village at Corte Madera Restoration Hardware Expansion Project as well as many other entitlements under separate resolutions or ordinances based on the findings discussed below and subject to the following conditions of approval.

CONDITIONAL USE PERMIT FINDINGS

Conditional Permits are granted for uses within a zoning district which, by the conditions, are made compatible with the primary uses of the district. Certain conditional uses are permitted in each district subject to the granting of a CUP. Conditional uses include various types of public and private structures and uses which do not precisely fit into the zoning district classifications. Because of their unusual characteristics, conditional uses require special consideration so that they may be located properly with respect to the objectives of this title and with respect to their effects on surrounding properties. To achieve these purposes, the Town Council is empowered to grant or to deny applications for use permits and to impose reasonable conditions upon the granting of use permits.

The Town Council may grant an application for a CUP as it was applied for or in modified form, if, on the basis of the application and the evidence submitted, the Town Council makes all of the following findings:

Finding – CUP#1

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.

Findings of Fact – CUP#1

A CUP is being applied for so that a café, with a serving area 5,800 square feet including food preparation area 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 Regional Shopping District (C-2), 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, there will be minimal visible impact and because the café will operate during the same or very similar hours as the RH Galley the use
will not significantly 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 café is proposed within the 46,000 sq. ft. RH Gallery which is consistent the 2009 General Plan and the current Zoning Ordinance and therefore will not impact population densities or exceed the maximum FAR allowed. Similarly, because the café will only occupy a small area inside the RH Gallery, it will have a minimal impact on traffic circulation or safety, as described in the Transportation Section of the EIR. Because the café is an ancillary use to the retail store, it is not anticipated to generate a significant amount of trips on its own and therefore not create an impact on the parking supply. The café will strengthen the Town’s economic based by enhancing the shopping and dining experience at the Village. 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 café will not significantly increase the demand on utilities already provided to the RH Gallery.

Finding – CUP#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.**

Findings of Fact – CUP#2

The proposed location of the conditional use is within the RH Gallery located at the Village, which is within the C-2 District. The café will have a serving area of approximately 5,800 square feet including food preparation area 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. The café will utilize all of the RH Gallery’s sustainability attributes including water use reduction, waste water reduction, and improved interior air quality. The café will be open similar hours to the RH Gallery and if alcohol is served, the applicant must meet all Town of Corte Madera and Alcohol Beverage Control requirements.

Finding – CUP#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.**

Findings of Fact – CUP#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, d and e are not applicable.
CONDITIONS OF APPROVAL
PLANNING DEPARTMENT

PLANS

1) **Consistency with Approved Plans** - The proposed Project shall be constructed substantially in accordance with:
   b. The color and materials board titled *Corte Madera Planning Commission* stamped “Official Exhibit” with a received stamp of October 24, 2017, except as amended by these conditions of approval.
   c. Any signage shown in the Approved Plans are for illustrative purposes only and a subsequent application shall be submitted for any proposed signage.

2) **Conditions of Approval** - Plans submitted for building permit application shall include the following on one or more of the plan sheets:
   a. These conditions of approval;
   b. The Mitigation Monitoring Program (MMP) and;
   c. Traffic Control Plan and Site Logistic Plan dated October 24, 2017
   d. Construction Management Plan

3) **Changes to Plans** - No changes shall be made to the approved plans without written approval from the Corte Madera Planning Department. If the applicant proposes changes that require Planning Department review to determine conformance with the approved plans, the Planning Director may require a $500 deposit for a Permit Amendment, pursuant to the Corte Madera Fee Schedule. The Planning Director may also refer proposed changes of the approved plans to the Planning Commission for review.

4) **Owner and Contractor Statement** - The applicant shall provide with the building permit application submittal a signed “Owner and Contractor Statement”. This signed document acknowledges that the owner and contractor have read, understand and accept the responsibility to implement the conditions of approval.

MITIGATION MEASURES REQUIRE PURSUANT TO THE VILLAGE AT CORTE MADERA EXPANSION PROJECT EIR

5) **Compliance with Approved Mitigation Measures** – All mitigations measures listed in the Mitigation Monitoring Program (Attachment 6 of November 14, 2017 Planning Commission Staff Report) shall be implement along with these conditions of approval.

6) **Café’** – The café service shall be limited to the 5,800 square feet on the first floor. Items can be purchased to go or be taken to other parts of the RH Gallery. Café staff may provide busing services to other parts of the gallery beyond the 5,800 square feet café area.
CONSTRUCTION

7) **Preconstruction Meeting** – Prior to submitting a building permit for the RH Gallery and the Gravel Lot, a preconstruction meeting shall take place with all appropriate representatives of the Project construction team, Town representatives and any other agencies. The meeting shall address items such as the construction management and parking plan, required permits, traffic and parking management, work schedule, delivery schedule, contact person(s), neighborhood notification, insurance, damage deposits, etc.

8) **Hours of Construction** - Hours of construction shall be limited to 7:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. on Saturday and Sunday; and provided that, if any reasonable and credible work-related complaints are received by the Town about construction during any weekday or weekend, the Planning Director is vested with the authority to impose reasonable conditions to address the issues that gave rise to the complaint. Whether or not a complaint about construction is reasonable and credible shall be left to the sole and sound judgment of the Planning Director. In order to mitigate any potential adverse impacts the applicant’s construction activities have on neighboring property owners and renters, the Planning Director shall be vested with the authority to impose reasonable conditions on the applicant’s hours of construction and/or the applicant’s construction activities. No workers shall be on the site except during these hours. Without limiting the generality of the foregoing, no preparatory work or staging shall be allowed to occur on the site or on adjacent properties except during the hours specified above. No work shall be performed on a legal holiday as defined and approval shall be at the sole discretion of the Planning & Building Director or his/her designee. Requests for modifications to these construction hours can be submitted to the Town for review.

LANDSCAPE PLANS

9) All landscaped areas shall be installed prior to Certificate of Occupancy in compliance with landscape plans referenced above. If all the required landscaping is not completed prior to the Certificate of Occupancy, the applicant shall post a cash deposit or letter of credit for 125 percent of the total cost of the landscaping, based on a written estimate of such cost. All landscaping shall be completed within six months of the Certificate of Occupancy.

10) Any landscaped area provided in compliance with this title shall feature water-conserving landscape designs and shall be permanently maintained by the property owner, including automatic watering, weeding, pruning, fertilizing, spraying, or other form of insect control, replacement of plant materials as needed, and any other operations needed to ensure proper maintenance. Failure to meet these requirements shall be cause for the issuance of a citation, an order of compliance, nuisance abatement action, and/or the revocation of any land use approval for which the landscape requirements were made a condition of approval. If the respondent refuses to comply with the provisions of the citation and order, legal proceedings may be initiated by the town attorney to obtain compliance when such proceedings are authorized by the town council.

OTHER PERMITS OR OTHER REQUIREMENTS
11) Permits From Other Agencies – Prior to submitting an application for a building permit, grading permit or significant tree removal, the applicant shall provide any required approvals and/or permits from any local, state or federal agencies with jurisdiction over any resource on the site. It shall be the responsibility of the applicant to determine whether approvals and/or permits are required.

12) Affordable Housing Fee – Pursuant to Section 3.48 of the CMMC an affordable housing fee will be required and such fee shall be paid prior to the application of a building permit.

13) School District Mitigation Fees - Applicant is responsible for ascertaining whether School District mitigation fees will be required by the Larkspur-Corte Madera School District for this project. If fees are required, the district will require that these fees be paid prior to the applicant receiving a building permit for this project.

14) Graywater Requirements - If this project requires a new water service or a larger water meter then prior to submitting an application for a building permit with the Town of Corte Madera, the applicant shall provide written documentation that the Project complies with the Graywater provisions of Title 13 of the Marin Municipal Water District (MMWD) Code (Ordinance 429). MMWD Graywater information is available at marinwater.org/155/Graywater or 415-945-1530.

15) Traffic Mitigation Fee: Pursuant to Section 3.32 of the CMMC the applicant shall pay the required traffic mitigation fee.

LIGHTING

16) Exterior Lighting Dark Sky Compliant - All exterior lighting must be dark sky compliant and not create a glare or hazard on adjoining streets, properties or residential areas. Lighting must be designed and installed so that the filaments, light sources or lenses are shielded with opaque material in such a way that they will not be visible at property lines. Exterior lights shall have a color temperature of 3000 Kelvin or lower (warm not cool). Any changes to proposed lighting must be approved by the Planning Department.

17) Exterior Lighting – Dimmers, Timers and Motion Sensors – The lighting plans submitted for building permits for both the GH Gallery and the Gravel Lot shall indicate the exterior lights which are connected to dimmers, timers and/or motion sensors. These lighting plans shall be reviewed by staff and if necessary a lighting professional, paid for by the applicant, to assure that night time lighting is night sky compliant, does not significantly impact neighboring properties and the public and provides adequate lighting for security and safety. After installation, the applicant shall reduce the lighting levels up to the minimum required by code for public safety purposes if directed by staff. As discussed at the November 14, 2017 Planning Commission public hearing, the applicants shall work with staff to have as many parking lot lights as possible at the Gravel Lot on motion sensors to minimize night time light why still providing adequate lighting for security and safety.

18) Interior Lighting - Interior lighting shall be turned off or dimmed at 11pm or at the close of business whichever is earlier to minimize light impacts to adjacent properties and the public
while still providing enough lighting for security and safety. Motion-activated lighting, otherwise complying with these conditions of approval, may be utilized without time restrictions.

INSPECTIONS AND VERIFICATIONS

19) Height Verification of the RH Gallery – After installation of the roof truss, initial roof framing or highest point or points of the building, the applicant shall provide confirmation in writing to the Town from a licensed surveyor or engineer that the heights of the RH Gallery are consistent with the approved building permit plans.

20) Property Line and Setback Verification – Prior to issuance of a Building Permit, the building corners of the RH Gallery and edge of pavement for the Gravel Lot must be identified on site by a licensed land surveyor or registered civil engineer. The licensed land surveyor or registered civil engineer shall submit a written confirmation to the Building Department that the staking of the property lines has been properly completed.

21) Final Planning Inspection - Prior to a final Building Division inspection of this project, the applicants shall contact the Planning Department to schedule an inspection of the finished project to ensure compliance with all of the required conditions of approval per the resolution approving the Project.

22) Access for Inspections - The applicant and subject property owner shall permit the Planning Department or its representative(s) or designee(s) to make inspections at any reasonable time deemed necessary to assure that the construction being performed under the authority of this approval is in accordance with the terms and conditions described herein.

23) Permit Expiration – Pursuant to Section 18.18.050(e) of the CMMC this approval shall remain valid for a period of two years from the approval day, after which the approval shall lapse and become null and void. The issuance of a building permit shall constitute an extension of the approval which shall then remain valid during the same time period the building permit is active. If a building permit has not been issued before expiration of the approval, an extension may be requested as prescribed in Section 18.18.050(e) (Design Review) of the Town Zoning Ordinance. Such requests must be made before expiration of the approval. If the building permit(s) expire before completion of the Project, the Planning Director may at his/her discretion, permit an extension of the approval.

INDEMNIFICATION AGREEMENT

24) The applicant shall - Defend, indemnify, and hold harmless the Town of Corte Madera and its agents, officers, attorneys, or employees from any claim, action or proceeding (collectively referred to as “proceeding”) brought against the Town or its agents, officers, attorneys, or employees to attack, set aside, void, or annul this approval, which proceeding is brought within the applicable statute of limitations. The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the Town, if any, and the cost of suit, attorney’s fees, and other costs, liabilities and expenses incurred in connection with such proceeding
whether incurred by the applicant, the Town, and/or the parties initiating or bringing such proceeding.

25) The applicant shall - Defend, indemnify, and hold harmless the Town, its agents, officers, attorneys, or employees for all costs incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending any document, if made necessary by said proceeding and if applicant desires to pursue securing such approvals, after initiation of such proceeding, which are conditioned on the approval of such documents.

26) The applicant shall - In the event that a proceeding is brought, the Town shall promptly notify the applicant of the existence of the proceeding and the Town will cooperate fully in the defense of such proceeding. In the event that the applicant is required to defend the Town in connection with any said proceeding, the Town shall retain the right to (1) approve the counsel to defend the Town, (2) approve all significant decisions concerning the matter in which the defense is conducted, and (3) approve any and all settlements, which approval shall not be unreasonably withheld. The Town shall also have the right not to participate in said defense, except that the Town agrees to cooperate with the applicant in the defense of said proceeding. If the Town chooses to have counsel of its own defend any proceeding where the applicant has already retained counsel to defend the Town in such matters, the fees and expenses of the counsel selected by the Town shall be paid by the Town. Notwithstanding the immediately preceding sentence, if the Town attorney’s office participates in the defense, all Town attorney fees and costs shall be paid by the applicant.

APPEAL PERIOD

27) The decision by the Town Council regarding this application is final and it cannot be appealed.

STOP WORK ORDER - RED TAG ORDINANCE

28) Per Section 15.70.010 of the Municipal Code, whenever any construction or other work that is subject to any provision of the Code has been, or is being, done in any manner that is contrary to any of the provisions of the Code, any ordinance of the Town, or any condition of a permit, approval, or other entitlement granted by the Town, the Town Manager or his/her designee may order that all construction or work on the property be stopped immediately by notice in writing mailed to any person engaged in doing or causing such work to be done and the owner of the property, and by posting on the property where the violation has occurred, or is presently occurring, a notice to stop such construction or work. Such person shall forthwith stop such work until authorized by the Town to proceed.
Grading and Drainage

1. In accordance with section 15.20.030 of the Municipal Code, the applicant may be required to obtain a Grading and Drainage Permit from the Public Works Department prior to issuance of a Building Permit. The application for this permit shall include, but not be limited to, a site grading plan/drainage plan showing topographic information prepared by a licensed civil engineer or landscape architect. If a geotechnical report is required, the Project’s geotechnical/soils engineer shall review and approve the grading/drainage plan for conformance to the report prepared for the Project.

2. Grading within this area may be subject to the requirements of Section 15.20.220 “Supervised Grading” of the Municipal Code. A determination will be made by the Public Works Department at the time of the Grading and Drainage Permit.

3. No earthwork shall take place during the rainy season between October 15th and April 15th without special written authorization from the Director of Public Works. Unless specifically exempted, earthwork operations will require an Erosion and Sediment Control Permit from the Public Works Department per Municipal Code Section 15.20.285. The permit will require the installation and maintenance of appropriate erosion and sedimentation control measures for the proposed work. The applicant will be required to obtain the permit prior to the issuance of Building Permit.

4. Per Municipal Code Section 15.20.285, the applicant may be required to post a security (cash deposit) to guarantee the timely installation of erosion control measures whenever the contractor fails to perform the required erosion control work or to perform it in a timely manner. Applicability of the security, which is based on the square footage of earthwork, will be determined at the time of Erosion and Sediment Control Permit.

5. As of July 1, 2015 new projects must comply with NPDES Phase II permit storm water discharge requirements. Show how this project will comply with the new requirements and fill out required forms. This requirement will be prepared by an Engineer familiar with NPDES Phase II permit storm water discharge requirements. Prior to issuance of a building permit the applicant shall provide a copy of the Notice of Intent to obtain coverage under and to comply with the State Water Resources Control Board National Pollutant Discharge Elimination System (NPDES) General Construction Permit (General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities).

6. A hydrology study shall be prepared by a licensed civil engineer or landscape architect, documenting the impacts and mitigations of any increase in surface runoff rates due to the proposed development. This study shall be submitted to the Public Works Department for review and approval prior to obtaining a Building Permit.

7. Where possible, drainage facilities shall be installed to collect roof drainage and surface water runoff from driveways, walkways, and other paved surfaces. Drainage shall be conveyed and disposed in a manner that avoids concentrated flows and minimizes impacts to adjoining properties. Drainage collection systems shall be designed to Town standards and the flow shall be conveyed to a publicly maintained or natural storm drain system. Runoff shall not be diverted from one drainage area to another. The subsurface drainage system of the foundation or the retaining wall shall remain separate from the surface drainage system.
8. Construction activity resulting in a land disturbance of one acre or more, or less than one acre but part of a larger common plan of development, must obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit) from the California State Water Resources Control Board. This permit will require the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the Project.

9. Prior to issuance of a building permit, a construction management plan shall be submitted by the applicant for approval. The plan shall show in detail how the work will progress in order to mitigate access impacts. This shall include, but not be limited to, a detailed schedule of the work, the designation of stockpile areas for grading and construction materials, the size and type of trucks and equipment to be used for the work, and an indication of how construction deliveries and workers will park and access the site.

10. Prior to issuance of a Building Permit, the Public Works/Engineering Department will make a determination as to whether the proposed improvements will interfere with the free flow of any watercourse affected by the Project. The construction of any improvement within a watercourse will require a Watercourse Alteration/Relocation Permit from the Public Works Department per Municipal Code Section 9.32.060.

Traffic

11. Prior to issuance of any permit, the applicant shall submit any applicable pedestrian or traffic detour plans, to the satisfaction of the Town Engineer, for any lane or sidewalk closures. The detour plan shall comply with the State of California Manual of Traffic Controls for Construction and Maintenance Work Zones, and with standard construction practices.

Work In Public Right-of-Way

12. Per Town Resolution No. 3314, a project over $10,000.00 is subject to the Street Impact Fee equal to 1% of the project valuation. Applicability of this fee will be determined at the time of Building Permit.

13. At the time of Building Permit, the Public Works/Engineering Department will inspect encroachments, vegetation, sidewalks, and drainage at the property for compliance with the Town Municipal Code. The applicant shall bring the property into compliance with the Municipal Code in accordance with Town standards and to the satisfaction of the Public Works Director/Town Engineer prior to final acceptance of the Project.

14. Per Municipal Code Section 12.04.040, an Encroachment Permit from the Public Works Department will be required for any activities within, or use of, the public right-of-way such as placement of debris boxes, staging of equipment in the street, traffic control activities, or street closures, subject to the review and approval of the Public Works Department.

15. The applicant may be required to prepare and submit a Construction Management Plan to the Public Works/Engineering Department prior to the issuance of the Building Permit. The Plan shall provide a general overview of the construction process as it affects the public right-of-way and surrounding neighbors. At a minimum, the plan should outline the schedule of construction, the locations for staging of equipment and materials, and the truck routes that will be used for deliveries.

16. Prior to the issuance of the Building Permit, the applicant may be required to provide a Construction Parking Plan to Public Works. The Plan shall propose a system to minimize the
effect of construction worker parking in the neighborhood, include an estimate of the number of workers and vehicles that will be present on the site during various phases of construction, and indicate where sufficient off-street parking will be provided.

Permits From Other Agencies

17. The applicant shall be responsible for determining if permits will be required from the Bay Conservation and Development Commission, Army Corps of Engineers, California Department of Fish and Game, or any other regulatory agency having jurisdiction over the Project. If any of these permits are required, they must be obtained by the applicant before a Building Permit will be issued.

Sanitary Sewer

18. The existing sewer lateral serving the property shall be pressure tested or inspected by in-line video equipment from the building foundation to the main in accordance with Sanitary District No. 2 standards. Should the lateral fail this test, the applicant shall obtain a Sanitary Sewer Permit for the repair or replacement of the lateral in accordance with District standards prior to final acceptance of the Project.

19. Prior to issuance of a building permit, the applicant shall submit a sanitary sewer drawing showing a plan and profile of the existing and proposed sewer mains and laterals. All work shall comply with Sanitary District No. 2 Standard Specifications and Drawings, latest edition, and any other special requirements, including additional sewer main replacement.

20. Sanitary District No. 2 requires that individual buildings have separate side sewers. Part B, Section 4-03(S) of the District's Standards allows an exception for this requirement only on specific approval from the District, and Part B, Section 4-03(B) would require a six (6) inch side sewer from the property to the sewer main if more than one building sewer were to be connected.

21. The applicant may be required to obtain a Sanitary Sewer Permit to be issued by Sanitary District No. 2 for all work associated with the sanitary sewer mains or laterals serving this property, including the installation of a backflow preventer device. An application for this permit shall be made to the District prior to beginning any work on the sanitary sewer system.

Construction Operations

22. Prior to the issuance of a Building Permit, it may be required that a cash deposit up to a maximum amount of $10,000 be posted for bonding purposes to ensure repair of any damage to roadways, landscaping, and other public improvements in the Town right-of-way caused by the applicant's construction-related activities. The amount of the cash deposit shall be determined at the time of the Building Permit. Said cash deposit shall not be released until the Project, including all landscaping, is completed and all required repairs have been made.

23. Prior to the issuance of Building Permit, a video or photographic inspection of the existing conditions of the roadways and other public improvements adjoining the Project may be required of the applicant. The inspection results shall be submitted to the Public Works Department.

24. Any damage to the street caused by heavy equipment or because of project construction activities shall be repaired, at the applicant's expense, prior to issuance of the Certificate of Occupancy. All hazardous damage shall be repaired immediately. Any heavy equipment
brought to the construction site shall be transported by truck.

25. Per Municipal Code Section 9.33.100, the applicant shall employ best management practices (BMPs) as appropriate from the California Stormwater Best Management Practice Handbook for Construction Activity, latest edition, or from the Erosion and Sedimentation Control Field Manual published by the California Regional Water Quality Control Board, to control and prevent the discharge of sediment, debris and other construction related wastes to the storm drainage system or waterways, including, but not limited to, general construction, concrete and mortar application, heavy equipment operation, road work and paving, and earth-moving activities.

CENTRAL MARIN FIRE DEPARTMENT CONDITIONS OF APPROVAL:

26. Fire Protection Requirements. A fire sprinkler system shall be installed throughout the entire building, which complies with the requirements of the National Fire Protection Association (NFPA) 13 and local standards. A separate deferred permit shall be required for this system. Plans and specifications for the system shall be submitted by an individual or firm licensed to design and/or design-build sprinkler systems.

A fire alarm system shall be installed throughout the entire building, which complies with the requirements of the National Fire Protection Association (NFPA) 72 and local standards. A separate deferred permit shall be required for this system. Plans for the system shall be submitted by an individual or firm licensed to design and install the fire alarm system.

27. Fire Hydrant Requirements. A minimum of 2 new fire hydrants able to supply a minimum of 1,500 gallons per minute will need to be installed.

28. Fire Department Access Requirements. A 20-foot fire department access road shall be provided and maintained. All fire lanes shall be maintained and kept clear of construction traffic at all times.

* * * * * * * * * * * * * * * *

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Corte Madera hereby approves the Conditional Use Permit for a café, with a serving area of 5,800 square feet including food preparation area and café seating, located within the RH Gallery as part of the Village at Corte Madera Restoration Hardware Expansion Project APN'S 024-032-030 and 019, (File # GPA-15-001, ZA-15-001, EA-15-001, PDP-15-003, DR-15-017, CUP-15-005); and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Town Council of the Town of Corte Madera does hereby find and resolve as follows:

1. Recitals

The foregoing recitals are true and correct and are incorporated into the findings herein.
2. Record

The Record of Proceedings ("Record") upon which the Town Council makes its recommendation includes, but is not limited to: (1) the 2009 General Plan, (2) the FEIR certified for the 2009 General Plan, including the appendices and technical reports cited in and/or relied upon in preparing the FEIR, (3) all staff reports, Town files and records and other documents prepared for and/or submitted to the Town Council relating to the Village at Corte Madera Restoration Expansion Project Application including the EIR prepared to evaluate the environmental effects of the Project (4) the recommendation of the Planning Commission (5) all documentary and oral evidence received at public hearings or submitted to the Town relating to the Project EIR, and (6) all matters of common knowledge to the Town Council and the Town, including, but not limited to, Town, state, and federal laws, policies, rules, regulations, reports, records and projections related to development within the Town and its surrounding areas. The location and custodian of the Record is the Planning Director of the Town of Corte Madera, 300 Tamalpais Drive, Corte Madera, CA 94925.

3. Compliance with the California Environmental Quality Act (CEQA)

The Town Council of the Town of Corte Madera has reviewed the Environmental Impact Report (EIR) for the Project and based on its independent judgement and analysis determines that the EIR was prepared in accordance with the CEQA and that based on the whole record, including public comments received during the public review process, there is not substantial evidence that the project will have a significant effect on the environment.

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of Corte Madera at a regular meeting held on the 5th day of December 2017, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

_________________________
Diane Furst, Mayor

ATTEST:
Ordinance #973
Development Agreement and Non-Exclusive Parking Easement
ORDINANCE NO. 973

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF CORTE MADERA AND CORTE MADERA VILLAGE, LLC

WHEREAS, on June 19, 2015, Corte Madera Village, LLC and Restoration Hardware ("The Applicants") submitted an application for The Village at Corte Madera Restoration Hardware Expansion Project ("The Project") which contained a General Plan Amendment, Rezoning, Preliminary Plan Amendment, Precise Plan Amendment and Design Review to construct a ±52,000 sq. ft. two-story RH Gallery with an open roof top courtyard and improve the Town owned Gravel Lot located on Redwood Highway northeast of the Village at Corte Madera eastern parking lot (APN-024-03-019) (Gravel Lot) to the north east of the Village; and

WHEREAS, on October 20, 2015, the Town Council, during a public business item, approved Resolution 41/2015 giving authorization to proceed with discussions and/or real estate negotiations with Macerich (a property owner at the Village shopping center) regarding potential sale, lease or other disposition of the Gravel Lot and approval of Resolution No. 42/2015 approval of an access agreement to allow Corte Madera Village, LLC access for inspection and testing of the Gravel Lot; and

WHEREAS, on February 2, 2016, the Town Council, during a public business item, authorized further negotiations with Macerich for the use of the Gravel Lot for shopping center parking; and

WHEREAS, on December 20, 2016, the applicants revised their application, based on feedback from the community, to include a reduction in the size of the proposed building by approximately 7,000 square feet, a reduction in height by 6 feet, the addition of a café, and changes in the design elements to complement the surrounding views; and

WHEREAS, on March 21, 2017, the Town Council, during a public meeting, endorsed a proposed term sheet for a non-exclusive easement and development agreement to allow for Corte Madera Village, LLC to improve the Town’s Gravel Lot and utilize resulting parking spaces for required parking for the Village at Corte Madera, including a potential Restoration Hardware Expansion project and provided direction and authorization to Town staff to draft the non-exclusive easement and development agreement consistent with the term sheet; and

WHEREAS, on November 14, 2017, the Planning Commission held a public hearing on the Environmental Impact Report, the applications for a General Plan Amendment, Rezoning, Preliminary Plan Amendment, Precise Plan Amendment, Design Review, Conditional Use Permit, and a Development Agreement; and
WHEREAS, also on November 14, 2017, the Planning Commission unanimously approved Resolution 17-022, by a vote of 5-0, and thereby forwarded a recommendation to the Town Council to: 1) certify the Environmental Impact Report for the Project, 2) approve the General Plan Amendment to change the land use designation of the Gravel Lot from Wetlands and Marshlands to Mixed-Use Region-Serving Commercial, 3) approve the Rezoning of the Gravel Lot from Parks, Open Space and Natural Habitat to Regional Shopping (C-2), 4) approve the Preliminary Plan Amendment for retail expansion and improvements to the Gravel Lot, 5) approve the Precise Plan Amendment for a new approximately 46,000 square foot retail store and café, modifications to the Village east entry plaza, and modifications to the Gravel Lot, 6) approve the Design Review application for a new approximately 46,000 square foot retail store and café, modifications to the Village east entry plaza, and modifications to the Gravel Lot, 7) approve the CUP for a café within the Regional Shopping District (C-2), and 8) approve the Development Agreement between the Town of Corte Madera and Macerich; and

WHEREAS, on November 17, 2017, notices were sent and posted announcing the December 5, 2017 Town Council public hearing; notices were sent via: the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, hard copy mailings sent to all properties within 300’ of the project, the town reader board and a posting on NextDoor.com; and

WHEREAS, on November 25, 2017, a notice announcing the December 5, 2017 public hearing was posted in the Marin Independent Journal; and

WHEREAS, on December 5, 2017, the Town Council held a public hearing on the Environmental Impact Report, the applications for a General Plan Amendment, Rezoning, Preliminary Plan Amendment, Precise Plan Amendment, Design Review, Conditional Use Permit, and a Development Agreement; and

WHEREAS, on December 5, 2017, the Town Council of the Town of Corte Madera held a noticed public hearing to discuss and possibly take action on The Village at Corte Madera Restoration Expansion Project which included a CUP for a café with a 5,800 square foot serving area within the proposed 46,000 square foot RH Gallery Building as part of the Village at Corte Madera Restoration Hardware Expansion Project including consideration for approval of the Development Agreement based on the findings discussed below and subject to the following conditions of approval.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Corte Madera hereby finds and ordains as follows:

Section 1. Recitals

The foregoing recitals are true and correct and are incorporated into the findings herein.
Section 2. Record

The Record of Proceedings ("Record") upon which the Town Council bases its decision regarding includes, but is not limited to: (1) the 2009 Corte Madera General Plan, (2) all staff reports, Town files and records and other documents, including the Initial Study/Mitigated Negative Declaration prepared for and/or submitted to the Town Council relating to the Zoning Ordinance Amendment, (3) all documentary and oral comments received at public hearings or submitted to the Town relating the Development Agreement, (4) all matters of common knowledge to the Planning Commission and the Town, including, but not limited to, Town, State, and federal laws, policies, rules and regulations, reports, records and projections related to development in the Town and surrounding areas.

The location of the custodian of the Record is the Planning Director of the Town of Corte Madera, 300 Tamalpais Drive, Corte Madera, CA 94925.

Section 3. Compliance with the California Environmental Quality Act (CEQA)

The Town Council of the Town of Corte Madera has reviewed the Environmental Impact Report (EIR) for the Project and based on its independent judgement and analysis determines that the EIR was prepared in accordance with the CEQA and that based on the whole record, including public comments received during the public review process, there is not substantial evidence that the project will have a significant effect on the environment. Based on the fact, evidence, analysis, comments, and findings contained in Town Council Resolution No. 54/2017, adoption of the Ordinance approving the Development Agreement will not have a significant impact on the environment.

Section 4. General Plan Consistency Findings

The Town Council of the Town of Corte Madera hereby finds that the proposed Development Agreement is consistent with the Corte Madera General Plan, Zoning Code, and Town Council Resolution 24/2017 which sets forth the procedures for processing a development agreement. The specific policies and programs on which the Town Council makes this finding include, but are not limited to:

Town Council Resolution 24/2017 Findings for a Development Agreement:

1. The development agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan, and any preliminary or specific plan.

The Development Agreement is consistent with the proposed General Plan Amendment that would conform the GP land use designation with the existing and proposed use of the
parcel.

2. Is the development agreement compatible with the uses authorized in, and the regulations prescribed for the Land use district in which the real property is located.

The Development Agreement is consistent with the proposed Project applications for a General Plan Amendment and Zoning Amendment.

3. The development agreement will not be detrimental to the health, safety, and general welfare of the community.

The Development Agreement results in improvements to the existing Gravel Lot thereby reducing the risk of property damage or personal injury to persons using the property and, reduces the risk of liability for the Town. The lighting and circulation improvements to the Gravel Lot will increase the visibility and provide for safer use.

4. The development agreement will not adversely affect the orderly development of property.

The Gravel Lot is currently restricted for use as parking and the Development Agreement confirms and clarifies the existing requirements to use the Gravel Lot for parking consistent with the 1995/1996 agreements and bond documents between the property owners at The Village and the Town. The Development Agreement does not change the existing use, but rather brings the use into conformity.

5. The development agreement is advantageous to and/or benefits the Town.

The Development Agreement would require Macerich to improve the existing Gravel Lot resulting in an improved property that the Town continues to own, provide higher quality of parking and lighting on the existing property, shift the costs of improvements and on-going maintenance from the Town to Macerich, shift the liability from Town to Macerich, and provides an annual payment of $320,000 to the Town during the term of the Agreement.

The Gravel Lot is currently restricted for use as parking and the Development Agreement confirms and clarifies the existing use requirements.

Section 5.


Section 6. Severability
If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Town Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

Section 7. Effective Date

This ordinance shall become effective 30 days after the date of adoptions.

Section 8. Posting

The Town Clerk shall cause this ordinance to be published and/or posted within fifteen days after adoption.

* * * * * * * * * *

This ordinance was introduced on the 5th day of December, 2017 and adopted on the ______ day of December 2017, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

__________________________
Diane Furst, Mayor

ATTEST:

__________________________
Rebecca Vaughn, Town Clerk
EXHIBIT A

DEVELOPMENT AGREEMENT
By and Between the Town of Corte Madera and
Village of Corte Madera, LLC
DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE TOWN OF CORTE MADERA

AND

CORTE MADERA VILLAGE, LLC

(RELATING TO THE 3.95-ACRE PARKING AREA ON REDWOOD HIGHWAY)
Development Agreement By and Between
The Town of Corte Madera and Corte Madera Village, LLC

(Relating to the 3.95-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."

RECATLAS

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 3.95 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 C-2 Regional Shopping District (with the Baylands Risk Zone and Natural Habitat Overlay District remaining in place).

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

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

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

6) Adoption of Resolution No. __________, on __________, 2017, to approve a conditional use permit to permit a cafe as part of the Restoration Hardware Project.

7) 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 65369.5. 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 date that the first Annual Payment (as defined in Section 6.01) is due pursuant to Section 6.01, whichever is later, the Parties shall execute the Non-Exclusive Parking Easement Agreement attached hereto as Exhibit F and incorporated herein by reference (the "Easement Agreement"), pursuant to which 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 or project conditions of approval.

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 the following insurance policies in connection with construction, maintenance, and use of the Parking Area, naming the Town and its officials, officers, agents, employees, and volunteers as additional insureds on the policies listed in paragraphs (b), (c), and (d), or, at Developer's option, Developer may pay the Town for the cost of obtaining any or all such insurance policies:

(a) A workers' compensation insurance policy as required by law in an amount of at least $1,000,000;

(b) A general aggregate liability insurance policy in an amount of at least $1,000,000 per occurrence and $2,000,000 aggregate;

(c) A commercial automobile liability insurance policy in an amount of at least $1,000,000 combined single limit per accident; and

(d) A property insurance policy in an amount of at least the replacement cost for all Parking Area improvements or all risk insurance on the Parking Area.

Developer also shall include in its construction contracts and contracts with manufacturers or suppliers, in connection with construction on the Parking Area, $2,000,000 products and completed operations aggregate limit policies.

Section 4.05 Taxes. Developer shall be responsible for and shall pay any taxes that are assessed, due, and payable on the Parking Area by any government agency as a result of Developer's construction or use of the Parking Area pursuant to the Easement Agreement from and after the execution of the Easement Agreement and continuing thereafter during the Term of this Development Agreement. Developer shall indemnify and hold harmless the Town for any such taxes. The obligations of this Section 4.05 shall survive termination or expiration of this Development Agreement with respect to any such taxes that are allocable to the period prior to such termination or expiration.

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.

Section 5.07 Developer’s Right to Hold Special Events on Parking Area. In addition to Community Events authorized pursuant to this Article V, Developer shall have the right to hold occasional special events on the Parking Area in accordance with the Town’s regulations governing special events.

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, 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 execution 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 before Developer makes the first Annual Payment pursuant to Section 6.01, the Town shall return such $25,000 payment to Developer. The form of the agreement granting a license pursuant to this Article VII is attached hereto as Exhibit H and incorporated herein by reference.

**Article VIII. SALE AND ENCUMBERANCE 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 prior written consent of Developer, which consent may be granted or denied in Developer's sole and absolute discretion. Notwithstanding the foregoing, the Town may convey, transfer, or lease the entire Parking Area, or the utilities within the Parking Area, to another government agency for purposes of protecting public health and safety, provided that (a) such government agency agrees in writing to be bound by the terms of the Easement Agreement, (b) such conveyance, transfer, or lease will not affect Developer's rights or obligations under the Easement Agreement or this Development Agreement, and (c) Developer has granted prior written consent for such conveyance, transfer, or lease, which consent shall not be unreasonably withheld.

**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 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 “Mortgagor”) 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

The Village at Corte Madera  
Attn: Property Manager  
1618 Redwood Highway  
Corte Madera, CA 94925-1224

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
<table>
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<th>Exhibit</th>
<th>Description</th>
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<tr>
<td>D</td>
<td>Site Plan, Grading Plan, Stormwater Control Plan, and Landscape Plan of the Restoration Hardware Project</td>
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<tr>
<td>E</td>
<td>Site Plan, Grading Plan, Stormwater Control Plan, and Landscape Plan of the Parking Area Project</td>
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<tr>
<td>F</td>
<td>Non-Exclusive Parking Easement Agreement</td>
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<tr>
<td>G</td>
<td>Map Depicting the Portion of the Parking Area to Be Used for Construction Staging</td>
</tr>
<tr>
<td>H</td>
<td>Form of License Agreement</td>
</tr>
</tbody>
</table>

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
Real property situated in the State of California, County of Marin, and the Town of Corte Madera described as follows:

Being a portion of Parcel 3 as said parcel is shown on that certain Parcel Map entitled “Parcel Map of The Village” filed for record in Book 22 of Parcel Maps at Page 90 on October 4, 1985 in the Official Records of Marin County, and being more particularly described as follows:

**BEGINNING** at a point on the westerly line of Redwood Highway (a public right-of-way varying in width), distant thereon South 5°41′38″ East a distance of 21.08 feet the most northeasterly corner of said Parcel 3, and proceeding coincident with said westerly line, South 5°41′38″ East a distance of 260.80 feet to the beginning of a tangent curve to the left; thence coincident with said curve having a radius of 539.50 feet, an included angle of 4°00′00″ and an arc length of 37.66 feet; thence South 9°41′38″ East a distance of 140.27 feet to the beginning of a tangent curve to the right; thence coincident with last said curve having a radius of 460.50 feet, an included angle of 4°00′00″ and an arc length of 32.15 feet; thence South 5°41′38″ East a distance of 86.93 feet; thence South 4°11′38″ East a distance of 39.05 feet; thence South 80°40′00″ West a distance of 302.99 feet to the beginning of a tangent curve to the left; thence coincident with last said curve having a radius of 75.00 feet, an included angle of 45°00′00″ and an arc length of 58.90 feet; thence South 35°40′00″ West a distance of 14.23 feet; thence South 9°20′00″ East a distance of 99.97 feet; thence South 80°40′00″ West a distance of 65.72 feet; thence North 54°20′00″ West a distance of 66.47 feet; thence South 80°40′00″ West a distance of 64.99 feet; thence South 35°40′00″ West a distance of 193.75 feet; thence South 80°40′00″ West a distance of 139.01 feet; thence South 54°20′00″ East a distance of 67.29 feet; thence South 35°40′00″ West a distance of 68.59 feet to a point on the westerly line of Parcel 2 as last said Parcel 2 is described in the Relinquishment of State Highway filed for record in Book 1512 of Official Records at Page 437 on November 3, 1961 in said Official Records of Marin County, and the beginning of a non-tangent curve to the right, the center of which bears North 44°54′21″ East; thence coincident with last said westerly line and last said curve having a radius of 367.00 feet, an included angle of 35°25′09″ and an arc length of 226.87 feet; thence North 9°40′30″ West a distance of 251.69 feet; thence North 8°50′10″ West a distance of 302.78 feet; thence North 7°37′00″ West a distance of 337.56 feet; thence North 6°58′20″ West a distance of 34.88 feet; thence departing last said westerly line, North 83°01′40″ East a distance of 24.53 feet; thence North 5°02′28″ West a distance of 255.00 feet; thence North 84°57′32″ East a distance of 17.00 feet; thence South 5°02′28″ East a distance of 255.59 feet to the beginning of a tangent curve to the right; thence coincident with last said curve, having a radius of 10.00 feet, an included angle of 40°34′53″ and an arc length of 7.08 feet to the beginning of a reverse curve; thence coincident with last said curve, having a radius of 53.00 feet, an included angle of 44°47′33″ and an arc length of 41.43 feet; thence South 9°15′08″ a distance of 8.23 feet; thence North 82°22′59″ East a distance of 49.53 feet; thence North 8°20′00″ West a distance of 19.67 feet to the beginning of a tangent curve to the right; thence coincident with last said curve having a radius of 21.00 feet, an included angle of 59°55′32″ and an arc length of 21.96 feet; thence North 51°35′32″ East a distance of 56.84 feet; thence North 85°00′00″ East a distance of 16.01 feet; thence North 5°00′00″ West a distance of 10.56 feet; thence North 51°35′32″ East a distance of 33.04 feet; thence South 83°25′01″ East a distance of 53.64 feet; thence South 6°35′32″ West a distance of 4.21 feet; thence South 83°25′01″ East a distance of 13.50 feet; South 32°40′46″ East a
distance of 3.54 feet; thence South 83°25'01" East a distance of 31.83 feet; thence South 6°36'43" West a distance of 15.33 feet; thence South 83°23'17" East a distance of 29.43 feet; thence North 6°32'32" East a distance of 22.30 feet; thence South 83°25'01" East a distance of 211.89 feet; thence South 9°20'00" East 10.28 feet to the beginning of a tangent curve to the right; thence coincident with last said curve, having a radius of 60.00 feet, an included angle of 27°31'16" and an arc length of 28.82 to the northerly-most corner of Parcel One as said parcel is described in Exhibit A of the Grant Deed to Corte Madera Village, LLC a Delaware limited liability company, dated June 10, 2004 and recorded on August 13, 2004 as Instrument Number 2004-0071908 in said Official Records and the beginning of a non-tangent reverse curve, the center of which bears North 62°57'58" East; thence coincident with the easterly lines of said Parcel One and last said curve having a radius of 70.67 feet, an included angle of 4°40'25" and an arc length of 5.76 feet to the beginning of a reverse curve; thence coincident with last said curve having a radius of 51.33 feet, an included angle of 67°17'06" and an arc length of 60.28 feet; thence South 35°34'39" West a distance of 92.17 feet to a point on said common line; thence, coincident with said common line, South 9°20'00" East a distance of 145.53 feet; thence North 80°40'00" East a distance of 412.13 feet; thence North 6°50'00" West a distance of 53.05 feet to the southeast corner of Parcel One as last said Parcel One is described in Exhibit A of the Grant Deed to Nordstrom, Inc., a Washington corporation, dated June 14, 2004 and recorded on August 13, 2004 as Instrument Number 2004-0071907 in said Official Records; thence, coincident with the easterly line of last said Parcel One, North 9°06'56" West a distance of 29.68 feet to the northeast corner of last said Parcel One; thence, coincident with the northerly line of last said Parcel One, South 80°53'04" West a distance of 74.34 feet to the northwesterly corner of last said Parcel One; thence, coincident with the westerly lines of last said Parcel One, South 9°06'56" East a distance of 11.74 feet and South 40°10'22" East a distance of 21.23 feet to said common line; thence, coincident with said common line, South 80°40'00" West a distance of 103.50 feet to the southeast corner of Parcel One as said parcel is described in Exhibit B of said Grant Deed to Nordstrom, Inc. (2004-0071907); thence, coincident with the easterly line of last said Parcel One, North 9°20'00" West a distance of 91.47 feet; thence, departing said common line North 80°40'00" East a distance of 229.23 feet to the POINT OF BEGINNING and having an area of 15.87 acres, more or less.

Bearings shown hereon are based on said Parcel Map (22 PM 90).

End of Description.

Jesse L. Fullen, PLS #8208
License Expires March 31, 2013
2420 Sand Creek Road, C-1 #287
Brentwood, CA 94513

EXHIBIT B TO DEVELOPMENT AGREEMENT
THE VILLAGE AT CORTE MADERA
LAND DESCRIPTION PLAT

PARCE LINE PER (22 PM 90)

LINE TABLE

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PARCEL LINE PER (22 PM 90)

CURVE TABLE

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</table>

PARCEL 2
(22 PM 90)

PARCEL 3
(22 PM 90)

PARCEL 4
(22 PM 90)

EXHIBIT B TO DEVELOPMENT AGREEMENT

LANDS OF
CORTE MADERA VILLAGE, LLC
691,289 SQUARE FEET± / 15.87 ACRES±
REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF MARIN, AND THE TOWN OF CORTE MADERA DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF THE VILLAGE" FILED FOR RECORD IN BOOK 22 OF PARCEL MAPS AT PAGE 29 ON AUGUST 30, 1984 IN THE OFFICIAL RECORDS OF MARIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 1, DISTANT THEREON SOUTH 84°18'22" WEST A DISTANCE OF 118.13 FEET FROM THE SOUTHEASTERLY MOST CORNER OF SAID PARCEL 1, AND PROCEEDING THENCE NORTH 56°42'16" EAST A DISTANCE OF 28.29 FEET; THENCE NORTH 2°39'02" EAST A DISTANCE OF 90.02 FEET; THENCE NORTH 5°41'38" WEST A DISTANCE OF 327.95 FEET TO THE BEGINNING OF A RADIAL CURVE TO THE LEFT; THENCE COINCIDENT WITH SAID CURVE, HAVING A RADIUS OF 110.00 FEET, AN INCLUDED ANGLE OF 95°56'23" AND AN ARC LENGTH OF 184.19 FEET; THENCE SOUTH 78°21'59" WEST A DISTANCE OF 175.25 FEET; THENCE SOUTH 39°18'22" WEST A DISTANCE OF 133.54 FEET; THENCE SOUTH 37°56'17" WEST A DISTANCE OF 257.19 FEET; THENCE NORTH 89°59'49" EAST A DISTANCE OF 110.66 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT; THENCE, COINCIDENT WITH LAST SAID CURVE, HAVING A RADIUS OF 549.99 FEET, AN INCLUDED ANGLE OF 49°03'32" AND AN ARC LENGTH OF 470.92 FEET; THENCE NORTH 84°18'22" EAST A DISTANCE OF 24.72 FEET TO THE POINT OF BEGINNING, AND HAVING AN AREA OF 172,022 SQUARE FEET (3.95 ACRES), MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON SAID PARCEL MAP (22 PM 29).

END OF DESCRIPTION.

Jesse L. Fullen, PLS #8208
2420 Sand Creek Road, C-1 #287
Brentwood, CA 94513

EXHIBIT C TO DEVELOPMENT AGREEMENT
NORTH PARKING LOT
LAND DESCRIPTION PLAT

NORTH LOT
172,022 FEET² (3.95 ACRES)
PORTION OF PARCEL 1
(22 M 29)

LINE TABLE

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<td>N84°18'22&quot;E</td>
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EXHIBIT C TO DEVELOPMENT AGREEMENT
PRELIMINARY GRADING PLAN - BUILDING PAD C4

AREA OF EAST ENTRY IMPROVEMENTS

RH
PROPOSED BUILDING
FF=7.4

PRELIMINARY EARTHWORK VOLUMES SUMMARY:

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<th>TOTAL VOLUME</th>
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<td>CUT VOLUME</td>
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<tr>
<td>TOTAL IMPORT VOLUME</td>
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NOTES: QUANTITIES ARE NOT ACCURATE. THE TOTALS MAY BE IN ERROR OR TO PERIODIC COSTS AND VOLUMES TO BE VERIFIED BY CONTRACTOR.

LEGEND

SPECIAL TREATMENT AREAS
SPECIAL PEAKS
SPECIAL DEPRESSIONS

SCALE 1" - 30'
PRELIMINARY STORMWATER CONTROL PLAN - BUILDING PAD C5

FLOW-THROUGH PLANTER DETAIL
NOT TO SCALE

LEGEND

[Diagram of building with DMA numbers and planter details]

SCALE: 1" = 20'

[Exhibit D to Development Agreement]

THE VILLAGE AT CORTE MADERA
CORTE MADERA, CA

Keller Mitchell & Co., Landscape Architecture

Kimley Horn

Macerich
CONCEPTUAL LANDSCAPE PLAN - BUILDING PAD L1
CONCEPTUAL LANDSCAPE PLAN - EAST ENTRY L3

SCALE: 1" = 20'
PRELIMINARY STORMWATER CONTROL PLAN - NORTH LOT C8
NON-EXCLUSIVE PARKING EASEMENT AGREEMENT

(Relating to the 3.95-Acre Parking Area on Redwood Highway)

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."

RECITALS

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 3.95 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.

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. **Sale and Encumbrance of Parking Area.** The terms and provisions of Article VIII 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. **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.

8. **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:
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.

9. **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 Dedication.** 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.

10. **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
Real property situated in the State of California, County of Marin, and the Town of Corte Madera described as follows:

Being a portion of Parcel 3 as said parcel is shown on that certain Parcel Map entitled “Parcel Map of The Village” filed for record in Book 22 of Parcel Maps at Page 90 on October 4, 1985 in the Official Records of Marin County, and being more particularly described as follows:

**BEGINNING** at a point on the westerly line of Redwood Highway (a public right-of-way varying in width), distant thereon South 5°41’38” East a distance of 21.08 feet the most northeasterly corner of said Parcel 3, and proceeding coincident with said westerly line, South 5°41’38” East a distance of 260.80 feet to the beginning of a tangent curve to the left; thence coincident with said curve having a radius of 539.50 feet, an included angle of 4°00’00” and an arc length of 37.66 feet; thence South 9°41’38” East a distance of 140.27 feet to the beginning of a tangent curve to the right; thence coincident with last said curve having a radius of 460.50 feet, an included angle of 4°00’00” and an arc length of 32.15 feet; thence South 5°41’38” East a distance of 86.93 feet; thence South 4°11’38” East a distance of 39.05 feet; thence South 80°40’00” West a distance of 302.99 feet to the beginning of a tangent curve to the left; thence coincident with last said curve having a radius of 75.00 feet, an included angle of 45°00’00” and an arc length of 58.90 feet; thence South 35°40’00” West a distance of 14.23 feet; thence South 9°20’00” East a distance of 99.97 feet; thence South 80°40’00” West a distance of 65.72 feet; thence North 54°20’00” West a distance of 66.47 feet; thence South 80°40’00” West a distance of 64.99 feet; thence South 35°40’00” West a distance of 193.75 feet; thence South 80°40’00” West a distance of 139.01 feet; thence South 54°20’00” East a distance of 67.29 feet; thence South 35°40’00” West a distance of 68.59 feet to a point on the westerly line of Parcel 2 as last said Parcel 2 is described in the Relinquishment of State Highway filed for record in Book 1512 of Official Records at Page 437 on November 3, 1961 in said Official Records of Marin County, and the beginning of a non-tangent curve to the right, the center of which bears North 44°54’21” East; thence coincident with last said westerly line and last said curve having a radius of 367.00 feet, an included angle of 5°25’09” and an arc length of 226.87 feet; thence North 9°40’30” West a distance of 251.69 feet; thence North 8°50’10” West a distance of 302.78 feet; thence North 7°37’00” West a distance of 337.56 feet; thence North 6°58’20” West a distance of 34.88 feet; thence departing last said westerly line, North 83°01’40” East a distance of 24.53 feet; thence North 5°02’28” West a distance of 255.00 feet; thence North 84°57’32” East a distance of 17.00 feet; thence South 5°02’28” East a distance of 255.59 feet to the beginning of a tangent curve to the right; thence coincident with last said curve, having a radius of 10.00 feet, an included angle of 40°34’53” and an arc length of 7.08 feet to the beginning of a reverse curve; thence coincident with last said curve, having a radius of 53.00 feet, an included angle of 44°47’33” and an arc length of 41.43 feet; thence South 9°15’08” a distance of 8.23 feet; thence North 82°22’59” East a distance of 49.53 feet; thence North 8°20’00” West a distance of 19.67 feet to the beginning of a tangent curve to the right; thence coincident with last said curve having a radius of 21.00 feet, an included angle of 59°55’32” and an arc length of 21.96 feet; thence North 51°35’32” East a distance of 56.84 feet; thence North 85°00’00” East a distance of 16.01 feet; thence North 5°00’00” West a distance of 10.56 feet; thence North 51°35’32” West a distance of 33.04 feet; thence South 83°25’01” East a distance of 53.64 feet; thence South 6°35’32” West a distance of 4.21 feet; thence South 83°25’01” East a distance of 13.50 feet; South 32°40’46” East a
distance of 3.54 feet; thence South 83°25'01" East a distance of 31.83 feet; thence South 6°36'43" West a distance of 15.33 feet; thence South 83°23'17" East a distance of 29.43 feet; thence North 6°32'32" East a distance of 22.30 feet; thence South 83°25'01" East a distance of 211.89 feet; thence South 9°20'00" East 10.28 feet to the beginning of a tangent curve to the right; thence coincident with last said curve, having a radius of 60.00 feet, an included angle of 27°31'16" and an arc length of 28.82 to the northerly most corner of Parcel One as said parcel is described in Exhibit A of the Grant Deed to Corte Madera Village, LLC a Delaware limited liability company, dated June 10, 2004 and recorded on August 13, 2004 as Instrument Number 2004-0071907 in said Official Records and the beginning of a non-tangent reverse curve, the center of which bears North 62°57'58" East; thence coincident with the easterly lines of said Parcel One and last said curve having a radius of 70.67 feet, an included angle of 4°40'25" and an arc length of 5.76 feet to the beginning of a reverse curve; thence coincident with last said curve having a radius of 51.33 feet, an included angle of 67°17'06" and an arc length of 60.28 feet; thence South 35°34'39" West a distance of 92.17 feet to a point on said common line; thence, coincident with said common line, South 9°20'00" East a distance of 145.53 feet; thence North 80°40'00" East a distance of 412.13 feet; thence North 6°50'00" West a distance of 53.05 feet to the southeast corner of Parcel One as last said Parcel One is described in Exhibit A of the Grant Deed to Nordstrom, Inc., a Washington corporation, dated June 14, 2004 and recorded on August 13, 2004 as Instrument Number 2004-0071907 in said Official Records; thence, coincident with the easterly line of last said Parcel One, North 9°06'56" West a distance of 29.68 feet to the northeasterly corner of last said Parcel One; thence, coincident with the northerly line of last said Parcel One, South 80°53'04" West a distance of 74.34 feet to the northerly corner of last said Parcel One; thence, coincident with the westerly lines of last said Parcel One, South 9°06'56" East a distance of 11.74 feet and South 40°10'22" East a distance of 21.23 feet to said common line; thence, coincident with said common line, South 80°40'00" West a distance of 103.50 feet to the southeast corner of Parcel One as said parcel is described in Exhibit B of said Grant Deed to Nordstrom, Inc.(2004-0071907); thence, coincident with the easterly line of last said Parcel One, North 9°20'00" West a distance of 91.47 feet; thence, departing said common line North 80°40'00" East a distance of 229.23 feet to the POINT OF BEGINNING and having an area of 15.87 acres, more or less.

Bearings shown hereon are based on said Parcel Map (22 PM 90).

End of Description.

[Signature]

Jesse L. Fullen, PLS #8208
License Expires March 31, 2013
2420 Sand Creek Road, C-1 #287
Brentwood, CA 94513

EXHIBIT B TO NON-EXCLUSIVE PARKING EASEMENT AGREEMENT
THE VILLAGE AT CORTE MADERA
LAND DESCRIPTION PLAT

PARCEL LINE PER (22 PM 90)
(TYPICAL)

LINE TABLE

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CURVE TABLE

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EXHIBIT B TO NON-EXCLUSIVE PARKING EASEMENT AGREEMENT
NORTH PARKING LOT
LAND DESCRIPTION

Real property situated in the State of California, County of Marin, and the Town of Corte Madera described as follows:

Being a portion of Parcel 1 as said parcel is shown on that certain Parcel Map entitled “Parcel Map of The Village” filed for record in Book 22 of Parcel Maps at Page 29 on August 30, 1984 in the Official Records of Marin County, and being more particularly described as follows:

BEGINNING at a point on the southerly line of said Parcel 1, distant thereon South 84°18’22” West a distance of 118.13 feet from the southeasterly most corner of said Parcel 1, and proceeding thence North 56°42’16” East a distance of 28.29 feet; thence North 2°39’02” East a distance of 90.02 feet; thence North 5°41’38” West a distance of 327.95 feet to the beginning of a radial curve to the left; thence coincident with said curve, having a radius of 110.00 feet, an included angle of 95°56’23” and an arc length of 184.19 feet; thence South 78°21’59” West a distance of 175.25 feet; thence South 39°18’22” West a distance of 133.54 feet; thence South 37°56’17” West a distance of 257.19 feet; thence North 89°59’49” East a distance of 110.66 feet to the beginning of a tangent curve to the right; thence, coincident with last said curve, having a radius of 549.99 feet, an included angle of 49°03’32” and an arc length of 470.92 feet; thence North 84°18’22” East a distance of 24.72 feet to the POINT OF BEGINNING, and having an area of 172,022 square feet (3.95 acres), more or less.

Bearings shown hereon are based on said Parcel Map (22 PM 29).

End of Description

Jesse L. Fullen, PLS #8208
2420 Sand Creek Road, C-1 #287
Brentwood, CA 94513

EXHIBIT C TO NON-EXCLUSIVE PARKING EASEMENT AGREEMENT
NORTH PARKING LOT
LAND DESCRIPTION PLAT

NORTH LOT
172,022 FEET² (3.95 ACRES)
PORTION OF PARCEL 1
(22 M 29)

LINE TABLE

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<tr>
<td>L2</td>
<td>N84°18'22&quot;E</td>
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EXHIBIT H

FORM OR ESSENTIAL TERMS OF LICENSE AGREEMENT

EXHIBIT H TO DEVELOPMENT AGREEMENT
LICENSE AGREEMENT

This License Agreement ("License Agreement") is entered into as of __________, 2018, 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."

RECITALS

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. The Developer Parcel is depicted and more particularly described in Exhibit B attached hereto.

B. The Town is the fee owner of certain real property located in Corte Madera, Marin County, California, consisting of 3.95 acres, as depicted and more particularly described in Exhibit C attached hereto (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.

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").

D. 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 (the "Parking Area Project"). The Restoration Hardware Project and the Parking Area Project are collectively referred to herein as the "Restoration Hardware Expansion."

E. Pursuant to the Development Agreement, the Town and Developer intend to enter into and record a Non-Exclusive Parking Easement Agreement (the "Non-Exclusive Parking Easement Agreement") whereby the Town grants to Developer a non-exclusive easement over the Parking Area for (i) constructing, maintaining, and operating thereon a parking lot and (ii) construction staging for the Restoration Hardware Project.

F. Pursuant to the Development Agreement, and subject to the terms of this License Agreement, the Town has agreed to grant to Developer, at Developer’s request, a license to commence construction of the Parking Area Project on the Parking Area and to use that portion of the Parking Area depicted in Exhibit D attached hereto for construction staging purposes in connection with the Restoration Hardware Project prior to execution of the Easement Agreement for a period not to exceed 120 days.

G. Pursuant to the Development Agreement, and as a condition to the license granted by this License Agreement, Developer has agreed to pay the sum of $25,000 (the "License Fee") to the Town to be credited toward the first annual payment due pursuant to the Development Agreement.
H. It is in the best interests of the Town and Developer for Developer to commence construction of the Parking Area Project and the Restoration Hardware Project prior to execution of the Easement Agreement.

I. To comply with the California Environmental Quality Act, 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.

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. License. The Town hereby grants to Developer a license and right of entry during the Term (as defined in Section 2) of this License Agreement to enter the Parking Area to construct the Parking Area Project and to use that portion of the Parking Area depicted in Exhibit D attached hereto for construction staging purposes in connection with the Restoration Hardware Project.

2. Term. The term ("Term") of this License Agreement shall commence on the date that both Parties have executed this License Agreement (the "Effective Date"), and shall terminate automatically on the earlier of (a) the date 120 days after the Effective Date of this License Agreement or (b) the effective date of the Non-Exclusive Parking Easement Agreement.

3. License Fee. Within 10 days following the Effective Date of this License Agreement, Developer shall pay the License Fee to the Town.

4. Indemnity. 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, contractors in connection with Developer's use of the Parking Area pursuant to this License Agreement, except to the extent caused by the negligence or misconduct of the Town, Town Council Members, Town Planning Commission members, or any of the foregoing's officers, employees, agents, or contractors. The provisions of this Section 4 shall survive termination of this License Agreement.

5. 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

The Village at Corte Madera
Attn: Property Manager
1618 Redwood Highway
Corte Madera, CA 94925-1224

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.

6. Amendment. This License Agreement may be amended only by a written instrument signed by each Party.

a. **Entire Agreement.** This License Agreement, the Development Agreement, and the Non-Exclusive Parking Easement 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 License Agreement, the Development Agreement, and the Non-Exclusive Parking Easement Agreement shall be of no force or effect.

b. **Counterparts.** This License 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.** This License Agreement shall be binding on and shall inure to the benefit of the Parties and their successors and assigns.

e. **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 License 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 License Agreement shall be deemed to be that Party which obtains substantially the result sought, whether by settlement, dismissal, or judgment.

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

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Map Depicting The Village</td>
</tr>
<tr>
<td>B</td>
<td>Legal Description and Plat of the Developer Parcel</td>
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<tr>
<td>C</td>
<td>Legal Description and Plat of the Parking Area</td>
</tr>
<tr>
<td>D</td>
<td>Map Depicting the Portion of the Parking Area to Be Used for Construction Staging</td>
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In witness whereof, the Parties have entered into this License Agreement as of ____________, 2018.

[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
The Village at Corte Madera  
Land Description

Real property situated in the State of California, County of Marin, and the Town of Corte Madera described as follows:

Being a portion of Parcel 3 as said parcel is shown on that certain Parcel Map entitled “Parcel Map of The Village” filed for record in Book 22 of Parcel Maps at Page 90 on October 4, 1985 in the Official Records of Marin County, and being more particularly described as follows:

BEGINNING at a point on the westerly line of Redwood Highway (a public right-of-way varying in width), distant thereon South 5°41’38” East a distance of 21.08 feet the most northeasterly corner of said Parcel 3, and proceeding coincident with said westerly line, South 5°41’38” East a distance of 260.80 feet to the beginning of a tangent curve to the left; thence coincident with said curve having a radius of 539.50 feet, an included angle of 4°00’00” and an arc length of 37.66 feet; thence South 9°41’38” East a distance of 140.27 feet to the beginning of a tangent curve to the right; thence coincident with last said curve having a radius of 460.50 feet, an included angle of 4°00’00” and an arc length of 32.15 feet; thence South 5°41’38” East a distance of 86.93 feet; thence South 4°11’38” East a distance of 39.05 feet; thence South 80°40’00” West a distance of 302.99 feet to the beginning of a tangent curve to the left; thence coincident with last said curve having a radius of 75.00 feet, an included angle of 45°00’00” and an arc length of 58.90 feet; thence South 35°40’00” West a distance of 14.23 feet; thence South 9°20’00” East a distance of 99.97 feet; thence South 80°40’00” West a distance of 65.72 feet; thence North 54°20’00” West a distance of 66.47 feet; thence South 80°40’00” West a distance of 64.99 feet; thence South 35°40’00” West a distance of 193.75 feet; thence South 80°40’00” West a distance of 139.01 feet; thence South 54°20’00” East a distance of 67.29 feet; thence South 35°40’00” West a distance of 68.59 feet to a point on the westerly line of Parcel 2 as last said Parcel 2 is described in the Relinquishment of State Highway filed for record in Book 1512 of Official Records at Page 437 on November 3, 1961 in said Official Records of Marin County, and the beginning of a non-tangent curve to the right, the center of which bears North 44°54’21’’ East; thence coincident with last said westerly line and last said curve having a radius of 367.00 feet, an included angle of 35°25’09” and an arc length of 226.87 feet; thence North 9°40’30” West a distance of 251.69 feet; thence North 8°50’10” West a distance of 302.78 feet; thence North 7°37’00” West a distance of 337.56 feet; thence North 6°58’20” West a distance of 34.88 feet; thence departing last said westerly line, North 83°01’40” East a distance of 24.53 feet; thence North 5°02’28” West a distance of 255.00 feet; thence North 84°57’32” East a distance of 17.00 feet; thence South 5°02’28” East a distance of 255.59 feet to the beginning of a tangent curve to the right; thence coincident with last said curve, having a radius of 10.00 feet, an included angle of 40°34’53” and an arc length of 7.08 feet to the beginning of a reverse curve; thence coincident with last said curve, having a radius of 53.00 feet, an included angle of 44°47’33” and an arc length of 41.43 feet; thence South 9°15’08” a distance of 8.23 feet; thence North 82°22’59” East a distance of 49.53 feet; thence North 8°20’00” West a distance of 19.67 feet to the beginning of a tangent curve to the right; thence coincident with last said curve having a radius of 21.00 feet, an included angle of 59°55’32” and an arc length of 21.96 feet; thence North 51°35’32” East a distance of 56.84 feet; thence North 85°00’00” East a distance of 16.01 feet; thence North 5°00’00” West a distance of 10.56 feet; thence North 51°35’32” East a distance of 33.04 feet; thence South 83°25’01” East a distance of 53.64 feet; thence South 6°35’32” West a distance of 4.21 feet; thence South 83°25’01” East a distance of 13.50 feet; South 32°40’46” East a
distance of 3.54 feet; thence South 83°25'01" East a distance of 31.83 feet; thence South 6°36'43" West a
distance of 15.33 feet; thence South 83°23'17" East a distance of 29.43 feet; thence North 6°32'32" East
a distance of 22.30 feet; thence South 83°25'01" East a distance of 211.89 feet; thence South 9°20'00"
East 10.28 feet to the beginning of a tangent curve to the right; thence coincident with last said curve,
having a radius of 60.00 feet, an included angle of 27°31'16" and an arc length of 28.82 to the northerly-
most corner of Parcel One as said parcel is described in Exhibit A of the Grant Deed to Corte Madera
Village, LLC a Delaware limited liability company, dated June 10, 2004 and recorded on August 13, 2004
as Instrument Number 2004-0071908 in said Official Records and the beginning of a non-tangent reverse
curve, the center of which bears North 62°57'58" East; thence coincident with the easterly lines of said
Parcel One and last said curve having a radius of 70.67 feet, an included angle of 4°40'25" and an arc
length of 5.76 feet to the beginning of a reverse curve; thence coincident with last said curve having a
radius of 51.33 feet, an included angle of 67°17'06" and an arc length of 60.28 feet; thence South
35°34'39" West a distance of 92.17 feet to a point on said common line; thence, coincident with said
common line, South 9°20'00" East a distance of 145.53 feet; thence North 80°40'00" East a distance of
412.13 feet; thence North 6°50'00" West a distance of 53.05 feet to the southeast corner of Parcel One as
last said Parcel One is described in Exhibit A of the Grant Deed to Nordstrom, Inc., a Washington
corporation, dated June 14, 2004 and recorded on August 13, 2004 as Instrument Number 2004-0071907
in said Official Records; thence, coincident with the easterly line of last said Parcel One, North 9°06'56"
West a distance of 29.68 feet to the northeasterly corner of last said Parcel One; thence, coincident with
the northerly line of last said Parcel One, South 80°53'04" West a distance of 74.34 feet to the
northwesterly corner of last said Parcel One; thence, coincident with the westerly lines of last said Parcel
One, South 9°06'56" East a distance of 11.74 feet and South 40°10'22" East a distance of 21.23 feet to
said common line; thence, coincident with said common line, South 80°40'00" West a distance of 103.50
feet to the southeast corner of Parcel One as said parcel is described in Exhibit B of said Grant Deed to
Nordstrom, Inc.(2004-0071907); thence, coincident with the easterly line of last said Parcel One, North
9°20'00" West a distance of 91.47 feet; thence, departing said common line North 80°40'00" East a
distance of 229.23 feet to the POINT OF BEGINNING and having an area of 15.87 acres, more or less.

Bearings shown hereon are based on said Parcel Map (22 PM 90).

End of Description.

Jesse L. Fullen, PLS #8208
License Expires March 31, 2013
2420 Sand Creek Road, C-1 #287
Brentwood, CA 94513

EXHIBIT B TO
NORTH PARKING LOT
LAND DESCRIPTION

Real property situated in the State of California, County of Marin, and the Town of Corte Madera described as follows:

Being a portion of Parcel 1 as said parcel is shown on that certain Parcel Map entitled “Parcel Map of The Village” filed for record in Book 22 of Parcel Maps at Page 29 on August 30, 1984 in the Official Records of Marin County, and being more particularly described as follows:

BEGINNING at a point on the southerly line of said Parcel 1, distant thereon South 84°18'22" West a distance of 118.13 feet from the southeasterly most corner of said Parcel 1, and proceeding thence North 56°42'16" East a distance of 28.29 feet; thence North 2°39'02" East a distance of 90.02 feet; thence North 5°41'38" West a distance of 327.95 feet to the beginning of a radial curve to the left; thence coincident with said curve, having a radius of 110.00 feet, an included angle of 95°56'23" and an arc length of 184.19 feet; thence South 78°21'59" West a distance of 175.25 feet; thence South 39°18'22" West a distance of 133.54 feet; thence South 37°56'17" West a distance of 257.19 feet; thence North 89°59'49" East a distance of 110.66 feet to the beginning of a tangent curve to the right; thence, coincident with last said curve, having a radius of 549.99 feet, an included angle of 49°03'32" and an arc length of 470.92 feet; thence North 84°18'22" East a distance of 24.72 feet to the POINT OF BEGINNING, and having an area of 172,022 square feet (3.95 acres), more or less.

Bearings shown hereon are based on said Parcel Map (22 PM 29).

End of Description.

Jesse L. Fullen, PLS #8208
2420 Sand Creek Road, C-1 #287
Brentwood, CA 94513

EXHIBIT C
NORTH PARKING LOT
LAND DESCRIPTION PLAT

NORTH LOT
172,022 FEET² (3.95 ACRES)
PORTION OF PARCEL 1
(22 M 29)

LINE TABLE

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<td>L2</td>
<td>N84°18'22&quot;E</td>
<td>24.72'</td>
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</tbody>
</table>
Ordinance #974
Rezoning
ORDINANCE NO. 974

REZONING

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF CORTE MADERA DATED AUGUST, 1994 BY CHANGING THE ZONING DESIGNATION OF THE GRAVEL LOT (APN 024-03-019) FROM PARKS, OPEN SPACE AND NATURAL HABITAT (POS) TO REGIONAL SHOPPING DISTRICT (C-2).

WHEREAS, On April 21, 2009 by the adoption of Resolution 3594 the Town Council did adopt the 2009 General Plan (the “2009 General Plan”); and

WHEREAS, the objective of the Corte Madera Zoning Code is to provide a precise guide for the physical development of the town in such a manner as to preserve its small town residential character, and, consistent with that objective, to achieve progressively the arrangement of land uses and open spaces depicted in the general plan; and

WHEREAS, the objective of the Corte Madera Zoning Code is to promote the stability of existing land uses that conform with the general plan and to protect them from inharmonious influences and harmful intrusions; and

WHEREAS, the objective of the Corte Madera Zoning Code is to ensure that public and private lands ultimately are used for the purposes which are most appropriate and most beneficial to the town as a whole; and

WHEREAS, the objective of the Corte Madera Zoning Code is to facilitate the appropriate location of community facilities; and

WHEREAS, the objective of the Corte Madera Zoning Code is to preserve the natural beauty of the town’s setting and ensure conservation of its scenic, recreation and wildlife resources, particularly the remaining open space, which form the basis of the town’s outstanding quality of life; and

WHEREAS, the objective of the Corte Madera Zoning Code is to ensure that uses and structures enhance their sites and harmonize with the surrounding area; and

WHEREAS, on June 19, 2015, Corte Madera Village, LLC and Restoration Hardware (“The Applicants”) submitted an application for The Village at Corte Madera Restoration Hardware Expansion Project (“The Project”) which contained a General Plan Amendment, Rezoning, Preliminary Plan Amendment, Precise Plan Amendment and Design Review to construct a ±52,000 sq. ft. two-story RH Gallery with an open roof top courtyard and improve the Town owned Gravel Lot located on Redwood Highway northeast of the Village at Corte Madera
eastern parking lot (APN-024-03-019) (Gravel Lot) to the north east of the Village; and

WHEREAS, on October 6, 2015, the Town Council, during a public business item, approved a contract with the Environmental Consulting Firm of GHD (“GHD”) to prepare Phase 1 of the Environmental Impact Report for the Project; and

WHEREAS, on October 20, 2015, the Town Council, during a public business item, approved Resolution 41/2015 giving authorization to proceed with discussions and/or real estate negotiations with Macerich (a property owner at the Village shopping center) regarding potential sale, lease or other disposition of the Gravel Lot and approval of Resolution No. 42/2015 approval of an access agreement to allow Corte Madera Village, LLC access for inspection and testing of the Gravel Lot; and

WHEREAS, on February 2, 2016, the Town Council, during a public business item, approved a contract with GHD to prepare Phase 2 of the Environmental Impact Report and authorized further negotiations with Macerich for the use of the Gravel Lot for shopping center parking; and

WHEREAS, on October 25, 2016, a Notice of Preparation (NOP) for the Project EIR was filed with the State Clearinghouse and the public comment period (October 25, 2016 to November 30, 2016) regarding the scope of work for the proposed EIR commenced; this comment period was notice via: the Town’s website, the email list of individuals who had commented or signed up for notification of this particular project, in the Marin Independent Journal, and to properties within 300 feet of the Project; and

WHEREAS, from October 25, 2016 to November 30, 2016, the Town received public comments regarding the scope of work for the proposed EIR for the Project; and

WHEREAS, on November 17, 2016, a scoping meeting which was noticed via: the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, the Marin Independent Journal, all properties within 300’ of the project and the town reader board was held at the Town Hall to receive input from the public on the scope of work proposed by GHD for the EIR; and

WHEREAS, on December 20, 2016, the applicants revised their application, based on feedback from the community, to include a reduction in the size of the proposed building by approximately 7,000 square feet, a reduction in height by 6 feet, the addition of a café, and changes in the design elements to complement the surrounding views; and

WHEREAS, on March 21, 2017, the Town Council, during a public meeting, endorsed a proposed term sheet for a non-exclusive easement and development agreement to allow for Corte Madera Village, LLC to improve the Town’s Gravel Lot and utilize resulting parking spaces for required parking for the Village at Corte Madera, including a potential Restoration Hardware Expansion project and provided direction and authorization to Town staff to draft the non-exclusive easement and development agreement consistent with the term sheet; and
WHEREAS, on July 12, 2017, a Notice of Completion (NOC) for the Project Draft Environmental Impact Report (DEIR) was filed with the State Clearinghouse and the public comment period (July 12, 2017 to August 25, 2017) regarding the DEIR commenced; this comment period was noticed via: the Town’s website, the email list of individuals who had commented on or signed up for notification of this particular project, in the Marin Independent Journal, and to properties within 300 feet of the Project; and

WHEREAS, on August 8, 2017, the Planning Commission, during a public hearing, which was noticed via; the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, the Marin Independent Journal, hard copy mailings sent to all properties within 300’ of the project and the town reader board received comments on the DEIR; and

WHEREAS, from October 16, 2017 to November 19, 2017 notices were posted at two locations: the Village East Entry Plaza and the north entrance of the Gravel Lot announcing the display of story poles and supplemental information to aid in understanding the physical location and scale of the proposed Project, notices of the story board display were posted on the Town’s website and sent to the email list of individuals who have commented on or signed up for notification of this particular project; and

WHEREAS, on November 1, 2017, copies of the FEIR were sent to those public agencies who commented on the Draft EIR; accordance with CEQA Guidelines Section 15088; and

WHEREAS, also on November 1, 2017, the public was notified of the availability of the FEIR and the November 14, 2017 Planning Commission public hearing via: the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, hard copy mailings sent to all properties within 300’ of the project, the town reader board and a posting on NextDoor.com; and

WHEREAS, on November 3, 2017, additional notice of the November 14, 2017 Planning Commission public hearing, availability of the FEIR, and extension of story pole viewing period was posted as a News Flash item on the Town’s website; and

WHEREAS, on November 4, 2017, a notice announcing the November 14, 2017 Planning Commission public hearing was posted in the Marin Independent Journal; and

WHEREAS, on November 14, 2017, the Planning Commission held a public hearing on the Environmental Impact Report, the applications for a General Plan Amendment, Rezoning, Preliminary Plan Amendment, Precise Plan Amendment, Design Review, Conditional Use Permit, and a Development Agreement; and

WHEREAS, also on November 14, 2017, the Planning Commission unanimously approved Resolution 17-022, by a vote of 5-0, and thereby forwarded a recommendation to the Town Council to: 1) certify the Environmental Impact Report for the Project, 2) approve the General
Plan Amendment to change the land use designation of the Gravel Lot from Wetlands and Marshlands to Mixed-Use Region-Serving Commercial, 3) approve the Rezoning of the Gravel Lot from Parks, Open Space and Natural Habitat to Regional Shopping (C-2), 4) approve the Preliminary Plan Amendment for retail expansion and improvements to the Gravel Lot, 5) approve the Precise Plan Amendment for a new approximately 46,000 square foot retail store and café, modifications to the Village east entry plaza, and modifications to the Gravel Lot, 6) approve the Design Review application for a new approximately 46,000 square foot retail store and café, modifications to the Village east entry plaza, and modifications to the Gravel Lot, 7) approve the Conditional Use Permit for a café within the Regional Shopping District (C-2), and 8) approve the Development Agreement between the Town of Corte Madera and Macerich; and

**WHEREAS,** on November 17, 2017, notices were sent and posted announcing the December 5, 2017 Town Council public hearing; the Council and the public were notified via: the Town’s website, the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, hard copy mailings sent to all properties within 300’ of the project, the town reader board and a posting on NextDoor.com; and

**WHEREAS,** on November 25, 2017, a notice announcing the December 5, 2017 public hearing was posted in the Marin Independent Journal; and

**WHEREAS,** on December 5, 2017, the Town Council of the Town of Corte Madera held a noticed public hearing to discuss and possibly take action on The Village at Corte Madera Restoration Expansion Project which included the rezoning of the Gravel Lot (APN 024-03-019) from Parks, Open Space and Natural Habitat (POS) to Regional Shopping District (C-2) and several other entitlements under separate resolutions or ordinances; and

**NOW, THEREFORE, BE IT RESOLVED,** that the Town Council of the Town of Corte Madera hereby approves the amending of the official zoning map of the Town of Corte Madera dated August, 1994 by changing the zoning designation of the Gravel Lot (APN 024-03-019) from Parks, Open Space and Natural Habitat (POS) to Regional Shopping District (C-2) as part of the Village at Corte Madera Restoration Hardware Expansion Project (Exhibit A) APN’S 024-032-030 and 019

The Project includes a request to amend the General Plan and to amend the Zoning Ordinance. As described in the December 5 2017 staff report and in Resolution 55/2017 the discussion of the Zoning Ordinance Amendment findings and the General Plan Amendment findings have been combined because they are very similar and the responses to the findings overlap.

The two large shopping centers, The Town Center and The Village at Corte Madera play key roles in the social and economic fabric of the Town. The 2009 General Plan recognizes the role of these two centers pursuant to General Plan Land Use Goal LU-4 which advocates “Strong and vibrant commercial and office centers that serve local and regional needs”. The project is consistent with this goal and specifically Policy LU-4.3 and implementation measure LU-4.3a which aim to expand the Village through the use of flexible development standards to protect and enhance the Town’s tax base.
The Project will also promote and implement General Plan Goal LU-3, to encourage infill development that achieves a more livable, sustainable community. The Project 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. The project will also facilitate the implementation of Policies LU-3.5 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.

Below is a discussion of each of the findings for Zoning Ordinance Amendment.

Finding - RZ#1: How is the proposed amendment consistent with the adopted general and specific plans of the Town of Corte Madera?

Finding - RZ#2 How is the proposed amendment consistent with the objectives of the Zoning Ordinance?

Findings of Fact - GPA#1, RZ#1 and RZ#2

The Town’s first General Plan (1958) and the 1963 General Plan both designated the Gravel Lot for industrial uses. In 1984, an amendment to the 1975 General Plan was approved and the land use designation was changed to High Density Residential in conjunction with the development of the Village shopping center.

In the 1989 General Plan the site was designated Wetlands, Unique Marshland, Related Habitat and Potential Habitat Restoration Area for the first time. The General Plan identified the Gravel Lot, referred to as the “Habitat Site” in Section 2.5 - Specific Sites, as a site that was included along with twelve other larger sites in town that had development potential. A separate working paper, Analysis of Planning Options, October 1987 was created which identified the following options for the Gravel Lot: 1) designate the site as permanent open space; 2) designate the site a potential habitat restoration area; and 3) designate the site for other alternative uses identified in the Town Survey including senior housing, parking, and a nature study facility. These options were incorporated into the 1989 General Plan as allowable potential uses of the site.

In November 1995 a conditional use permit was approved by the Council to facilitate use of the lot for public parking and for patrons of the Village in conjunction with an agreement being negotiated at that time for purchase of the Gravel Lot by the Town. Then in December 1995, the Town entered into an agreement with the owners of the Gravel Lot and agreed to use the site for parking.

In the early 2000’s expansion entitlements for the Gap, Banana Republic and the Cheesecake Factory were granted with required parking being permitted at the Gravel Lot. The Town has
also granted permits for a variety of community-oriented events at the Gravel Lot over the years such as staging for the Avon Walk, the Marin General Hospital Annual Gala, the Wood-Chipper event, etc.

In 2009 the General Plan Land Use designation for the site was established as Wetlands and Marshlands, and removed any specific policies related to specific uses of the Gravel Lot. This designation did not take into account the 1995 agreement between the Town and the Village owners which required that the lot be used for public parking, including for patrons of the Village, nor the practice of permitting community-oriented events on the Gravel Lot.

Changing the Gravel Lot’s GP and the ZO designations to new designations that explicitly allow parking for commercial uses would more accurately reflect the reality of existing land use requirements consistent with the 1995 agreement with the Village, past entitlement and permit history, and the functional relationship between the Village and the Gravel Lot that has existed for decades.

At the same time, the proposed development agreement, which would replace of the 1995 agreement, would continue to restrict the use of the Gravel Lot to public parking, would recognize for the first time community-oriented events as a permitted use, and require that the owners of the Village to improve the Gravel Lot consistent with General Plan policies intended to improve stormwater filtration, pedestrian safety, and habitat protection (particularly with the potential inclusion of the optional fence). Furthermore, the development agreement would shift maintenance, security, and liability costs associated with the Gravel Lot to the Village and require an annual payment to the Town.

In addition to the reasons mentioned above, Staff notes that the 2009 General Plan allows for additional expansion at the Village and such additional floor area will necessarily require that additional parking spaces be constructed pursuant to the CMMC. Therefore, it is important to consider not whether more parking for the Village should be constructed, but where additional parking should be constructed. In Staff’s view, it is preferable to allow required parking to be located in the Gravel Lot, a lot that is already required to be a parking lot, and remain so, rather than in other locations, such as a parking garage structure on the Village shopping center property itself, like that described in Alternative 2 of the DEIR. Although the General Plan anticipates the development of a parking garage structure at some point, it seems preferable to avoid having to consider adding more structures and mass to the Village (and more significant construction impacts) if there are other viable alternatives.

Finally, allowing the Gravel Lot to be used as required parking for uses at the Village, and amending the Gravel Lot’s General Plan land use designation and Zoning District to do so, would facilitate the applicant’s Project, which would be consistent with several land use policies discussed above intended to further the Town’s economic development goals.

In summary, the Zoning Ordinance amendment is appropriate because the proposed new designation, combined with the proposed development agreement, more accurately reflect historical use of the site, allow the Gravel Lot to be improved and developed as a parking resource for the Village instead of the development of a parking garage structure, and would
facilitate a project otherwise consistent with the General Plan, and one that would substantially further the Town's economic development goals.

For the reasons outlined above related to the General Plan Amendment, the proposed rezoning of the Gravel Lot to C-2, would be appropriate. The C-2 district would be consistent the Mixed-Use Regional Serving Commercial land use designation and would allow for public parking uses, including parking required under the Zoning Ordinance for commercial uses, and the limited number of community-focused events that have been permitted by the Town in the past, and allowed pursuant to the proposed development agreement associated with this project.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Town Council of the Town of Corte Madera does hereby find and resolve as follows:

1. Recitals

The foregoing recitals are true and correct and are incorporated into the findings herein.

2. Record

The Record of Proceedings ("Record") upon which the Town Council makes its recommendation includes, but is not limited to: (1) the 2009 General Plan, (2) the FEIR certified for the 2009 General Plan, including the appendices and technical reports cited in and/or relied upon in preparing the FEIR, (3) all staff reports, Town files and records and other documents prepared for and/or submitted to the Town Council relating to the Village at Corte Madera Restoration Expansion Project Application including the EIR prepared to evaluate the environmental effects of the Project (4) the recommendation of the Planning Commission (5) all documentary and oral evidence received at public hearings or submitted to the Town relating to the Project EIR, and (6) all matters of common knowledge to the Town Council and the Town, including, but not limited to, Town, state, and federal laws, policies, rules, regulations, reports, records and projections related to development within the Town and its surrounding areas. The location and custodian of the Record is the Planning Director of the Town of Corte Madera, 300 Tamalpais Drive, Corte Madera, CA 94925.

3. Compliance with the California Environmental Quality Act (CEQA)

The Town Council of the Town of Corte Madera has reviewed the Environmental Impact Report (EIR) for the Project and based on the Town Council’s approval of Resolution 54/2017, adopted on December 5, 2017, it finds, there is not substantial evidence that the project will have a significant effect on the environment. Based on the fact, evidence, analysis, comments, and findings contained in Town Council Resolution No. 54/2017, adoption of the Ordinance approving the Development Agreement will not have a significant impact on the environment.

4. Amendment
The Town Council amends Corte Madera Municipal Code Section 18.06.020 - District Boundaries and the Official Zoning Map of the Town of Corte Madera by changing the zoning designation of the Gravel Lot (APN 024-03-019) from Parks, Open Space and Natural Habitat (POS) to Regional Shopping District (C-2) as part of the Village at Corte Madera Restoration Hardware Expansion Project (Exhibit A).

5. **Severability**

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the ordinance. The Town Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional on their face or as applied.

6. **Effective Date**

This ordinance shall go into effect thirty (30) days after the date of its passage and adoption.

7. **Posting**

The Clerk of the Town shall cause this ordinance to be published and/or posted within fifteen days after its adoption.

* * * * * * * * *

This ordinance was introduced on the 5th day of December, 2017 and adopted on the _ _ day of ___, 2017, by the following vote, to wit:

**AYES:** Councilmembers: 

**NOES:** Councilmembers: 

**ABSENT:** Councilmembers: 

__________________________
Diane Furst, Mayor

**ATTEST:**

__________________________
Rebecca Vaughn, Town Clerk
The Village at Corte Madera
2016 Restoration Hardware Expansion Project
Applicant’s Project Description

March 20, 2017
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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>GFA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground Level</td>
<td>24,520 SF</td>
</tr>
<tr>
<td>Second Level</td>
<td>16,807 SF</td>
</tr>
<tr>
<td>Roof Level</td>
<td>4,082 SF</td>
</tr>
<tr>
<td><strong>TOTAL GFA</strong></td>
<td>45,409 SF</td>
</tr>
</tbody>
</table>

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

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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 3685 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
• 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

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77328-0004/134766312.7
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,

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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 0.60. 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 remodelling 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
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,
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

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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.
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.

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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 use will 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
Written comments received after the close of the DEIR comment period August 25, 2017 to Wednesday, November 29, 2017 at 5pm.
FYI.

-----Original Message-----
From: nick javaras [mailto:dealdawg@sbcglobal.net]
Sent: Wednesday, November 29, 2017 8:59 AM
To: diane furst; Sloan Bailey; Jim Andrews; Carla Condon; Ravasio, Robert
Cc: Todd Cusimano; Adam Wolff; Rob Edington; Stoeckly, Jon
Subject: RH store at the Village

As all of you know, I have been concerned with the location of the RH store at the Village. I have been supportive of it’s concept but located on a pad and not at the entry to the main portion of the center and eliminating 160 prime parking spaces. I have asked a well know retail consultant to provide his opinion on this matter. I have included that in the document below as well as his qualifications. As usual, I would be happy to answer any questions prior to the public hearing on Dec. 5.
Dear: Diane Furst; Sloan Baily; James Andrews; Carla Condon and Robert Ravasio
Cc: Todd Cusimano, Adam Wolf; Rob Edington and Jonathan Stoockly

Re: Proposed Restoration Hardware

We have been asked by Nick Javaras to provide a brief analysis of the proposed Restoration Hardware "Showroom" Store at Corte Madera.

Just for reference, we are familiar with and visited at least a half dozen new "showroom" style RH large format stores nationwide, including two units located in Buckhead/Atlanta and University Village in Seattle that will be references here.

First a little discussion of the current state of malls in America — it is true that malls in general are in a race to diversify their anchor base as the influence and traffic generating ability of department stores continues to wane. Malls that survive the current industry restructuring will require additional traffic generators feeding foot traffic into their interiors.

That said, most of the U.S.'s remaining 850 malls would fail in the coming decade; some, including Macerich's Corte Madera, will survive (for reasons beyond the scope of his email). Nevertheless, malls that survive need to find new ways generate...
traffic. In that regard, Nordstrom is one of the strongest departments stores in retail, recently finished expanding at Corte Madera, a move we view as very positive.

While on the surface, the Restoration Hardware “showroom” store would seem to be a suitable addition to the mall, a closer look reveals a far different conclusion.

The store, while generally very successful, is geared to interior designers and functions more as a design “showroom” than as a more traditional retail store. The stores, while certainly functioning as destinations, as design showrooms, feed little traffic into retail centers adjacent to them.

In addition, the stores appear very “heavy and imposing” in appearance and often out of step with their environments. This is the case in both the Atlanta and Seattle stores referenced above.

As mentioned above, these kinds of “showroom” stores, do not really generate much traffic for malls. They bring traffic, but the stores require extended stays and do not readily bleed traffic into malls.

RH understands this of course, as reflected in much of its site selection. The store in Atlanta is a stand-alone location on Peachtree Street across from The Streets of Buckhead. In Seattle, the store is located in a corner is University Center but is not positioned as a true anchor. Other “mansion” stores are similarly situated.
These cases demonstrate that Restoration Hardware does not consider it essential to be attached to retail centers as an anchor. Moreover, as a low traffic generating “showroom” store, the store will not likely generate traffic that should justify a significant reduction in convenient parking.

Based on my understanding of the proposed store, and the needs of an A mall like Corte Madera, I would find it far more beneficial for all parties, including mall customers, to locate the store on the perimeter of the property, thus bringing its “showroom” customers to the mall property, but not disrupting the current parking or overall flow of the property.

This would be the compromise solution that best takes into consideration the needs of the retailer itself, the mall owner and, most importantly, the community and customers using the mall.

I hope his letter adds valuable information to the important discussion you are having on the proposed new Restoration Hardware location in Corte Madera!!

Regards,

C
Nick A Egelanian Biography

September 1, 2017

Considered a leading expert on retail and the shopping center industry, Nick A. Egelanian pioneered the segmentation of retail into Commodity and Specialty sub-groups as the author of the retail chapter of the Urban Land Institute's Professional Real Estate Development: The ULI Guide to the Business, 3rd Edition in 2012.

Mr. Egelanian served as Vice President of Real Estate and New Store Development for Crown Books and FAO Inc./Zany Brainy before forming SiteWorks Retail Real Estate Services in 1992. As President of SiteWorks, Nick has worked with clients including Stuart Weitzman, Balducci’s, Jos. A. Bank, Starbucks, Justice, Lane Bryant, and Zoës Kitchen.

Nick has also advised a wide array of owners and developers throughout North America, including Related Company, Vornado Realty Trust, Cadillac Fairview, Madison Marquette, Ramco-Gershenson Properties Trust and Bayer Properties, with whom he partnered in the development of over 1.5 million square feet of Specialty Retail. He is currently acting as the chief retail advisor to Sagamore Development Company, the developer of nearly 250 acres of waterfront property in Baltimore, MD that will house Under Armour’s new 4 million square foot headquarters facility and up to 1.5 million square feet of retail in a 20 million square foot mixed-use development.

Mr. Egelanian is an active speaker around the world and writes on retail trends and the evolution of the retail industry. He has coined the phrases “Post-Department Store Era” and “Convergence Era” in his numerous articles and editorials in publications including Retail Dive, Shopping Centers Today, Chain Store Age, Shopping Center Business, and the ULI’s Urban Land Magazine. Nick teaches the only graduate level retail real estate development course at the Colvin Real Estate Development in the University of Maryland’s School of Architecture, Planning and Preservation in College Park, MD and acts as a faculty member at the ICSC’s University of Shopping Centers in Philadelphia and Riordan School in Miami.

He earned his Doctor of Law degree (J.D.) at the George Washington University National Law Center in 1982 and a Bachelor of Science degree in Finance from the University of Maryland, College Park, in 1979.
Corte Madera Town Council & Planning Staff
C/o Adam Wolff and Phil Boyle
300 Tamalpais Ave. Corte Madera, CA. 94925

November 26, 2017

RE: Restoration Hardware (Please copy and distribute to Town Council)

Dear Planning Staff and Town Councilmembers,

Following are my comments on RH’s current applications; and suggestions for how the project might be improved, based on my experience planning this type of center. I support Restoration Hardware’s well-designed building and believe the gallery will strengthen the retail drawing power of the Village, leading to improved tax revenues. If one were to plan a mall with three anchors from the start, this is where the third anchor should be; linked to pedestrian flow at the “crossing point”.

1. The footprint of the new building results in an inefficient parking layout near RH. If the building were longer in the east west direction, and the Fire District could be convinced they would have adequate access with double loaded aisles on the north and south; as many as 50 existing spaces could be retained. This would also narrow views of the building from the east.

2. I have discussed with RH creating a pedestrian “arcade” through the building from east to west; with a new building entrance on the east, allowing shoppers a rain-shielded path past the RH restaurant to the center of the Village.

3. While I don’t believe it’s the Town’s role to dictate retail strategies to Mace Rich or its tenants, RH’s evolving gallery concept could be more welcome and successful at this location if the lower floor had space devoted to off-the-shelf items, such as many of us love to browse at the holidays. This would increase sales and attract more shopper traffic to the store.

4. MaceRich, in conjunction with RH, should employ all possible strategies to restrict employee parking to the “gravel lot” including shuttles, valet, ride-sharing incentives, and additional security. An additional amenity could be provided by designing the outer gravel lot to better accommodate special events such as the Circus and fund raising events for SPARK etc.

5. In my opinion the retail sector is not static. One is mistaken to assume iconic brands like Macy’s will not successfully respond to the challenges brick and mortar retail faces: And technologies such as parking demand apps and site sensors may soon reduce the stress of finding a parking space at busy times.

6. Similarly, existing traffic at Tamalpais should improve over time; with a new, east- west pedestrian/bike bridge to connect the malls and bus stops; and the southern crossing goal in the General Plan, to divert East Corte Marin traffic from using Tamalpais Interchange.

Thank you for your time and considering these points,

Sincerely,

Michael Harlock A.I.A. A.I.C.P.
Public Comment received after Staff Report released November 7, 2017 through November 13, 5pm.
As a long-time resident of Corte Madera (35 years) I have seen many changes. The most notable of which is traffic congestion and lack of suitable parking at both the Village and Town Center malls. Second most noticeable is obscene structures like the RH project proposed, and of course, Win Cup. Everyone I know already avoids the Village because of horrible parking problems (super small spots and no availability) and because shopping online is a thousand times easier and quicker. The RH proposal is an eyesore, unnecessary since no one goes to stores anymore, and in conflict with the history and values of Corte Madera residents.

Nadia Volk
107 Mariner Green Drive
Corte Madera, CA 94925
Hi Adam,
I posted this on NextDoor yesterday, in favor of the Restoration Hardware project. To be official, I’m sending it to you and I assume you can forward it to the planning commission, and anyone else it should go to.
(FYI: It has generated six responses in support of the project and 20 “Likes” so far.)
Becky

RESTORATION HARDWARE -- SUPPORT SIDE

I’ll admit it, I haven’t jumped into the discussion about the Restoration Hardware project because I didn’t want to set myself up for the attacks that I knew would come. Maybe for just this one thread, can I propose that ONLY those in support of the Restoration Hardware Project write their thoughts? There are lots of threads where the opposition has stated their case, some respectfully but some with name-calling and character assassination. It’s that latter group that has scared me off. And talking to lots of people around town, it has silenced them too.

So again, OPPOSITION: PLEASE DON’T COMMENT ON THIS THREAD. Please let it be a safe space for the quieter side of the discussion, in case anyone chooses to comment. The reasons why I support this project:

- I have been at many presentations in the past few years, as the RH plans developed. They listened, and the plans have been changed in response.
- This is a mall, and it was a mall when we moved here 28 years ago. We knew we’d live close to retail, as did most Corte Maderans when they moved here. It’s a completely different situation from Wincup, so I don’t think they should be equated.

- Malls are always crowded at Christmas time. Rather than ask malls to provide enough parking for those peak times, I propose you vote with your dollars. If you don’t like the crowds, don’t go there.
- Retail is changing, but RH’s new galleries, featuring showrooms of fine furniture, have proved to be very successful. (Again, it is not a sales room -- no deliveries or pick-ups of purchases.)
- And finally, I am actually looking forward to this addition to our community. I plan to spend time on their rooftop terrace (open to the public), having a picnic lunch with friends or reading a good book, enjoying the 360-degree views including the hills and the bird sanctuary (a better view than exists almost anywhere else in town, in fact.)

Thanks for letting me have my say.
Hi Phil, I will be out of town all next week but I trust that by now, you have the essence of my concerns and they will be addressed. If you haven't noticed on NextDoor there are many people who are also concerned about those 160 parking spaces at the main entry. There is another location which I will address in my meeting with Macerich tomorrow.

Sent from my iPhone
Dear Lee, John, Bob and Phil,

After further perusal of RH website, my concern shifts from the aesthetics loss to the potential loss of the Gravel Lot for drills and staging of disaster related public services. You are aware BELVEDERE, Tiburon and East Corte Madera are landlocked in the scenario of a blocked 101 freeway. While I have seen helicopters land near the Civic Center ponds as necessary for government business, I have taken great comfort in our public gravel lot for urgent care access, evacuations and trainings.

How is access enhancement for shoppers more important than fire authority and disaster rehearsals and urgent response capability?

Please let me know your thoughts, since you are all more experienced. I am just now learning about Corte Madera Village and Town apparent priorities.

Also, sorry I was not able to attend the Drill 11/5 due to working Sundays.
Mary Shirley,
MCNA medical team member
415 599 5181
307 GHP

Sent from my iPad
Hi Adam/Phil – The correspondence below was addressed to the Town Council. I have forwarded it to the Council, but I am sending it to you, as well, in case it should also be sent to the Planning Commission.

Rebecca
Rebecca Vaughn
Town Clerk / Assistant to the Town Manager
Town of Corte Madera
(415) 927-5085
http://www.townofcortemadera.org
Click here to sign up to receive updates and information about meetings and events in the Town of Corte Madera

From: James Sullivan [mailto:jaimetud@gmail.com]
Sent: Wednesday, November 08, 2017 12:33 PM
Subject: Concerning the Restoration Hardware expansion

Dear Corte Madera Town Council,

It has recently come to my attention that Restoration Hardware in The Village shopping mall is intending to expand and eradicate several hundred parking spaces. I shouldn't have to explain why this sounds like a bad idea, but as a resident of this area for the majority of my life, I'll do my best.

For starters, the traffic around here gets bad enough as it is, but around the holidays, it gets REAL bad. There's a lot of folks that are going to be using that parking space and if they have no place to park, there's going to be chaos. No one's going to want to shop there, fewer people are going to be ABLE to shop there and when they do, they're going to search elsewhere for their shopping. That's going to be very bad for local business.

We hope you can reconsider letting them expand their business. Thank you.

Sincerely,
James Sullivan
Please don’t let Restoration Hardware build a new building and remove 160 parking spaces at the Village.

I live in Marin Estates and the current traffic generated by the Village is terrible in November and December. And this is with people using the overflow parking in the gravel lot.

It’s good to have the overflow parking available during holiday season and on busy weekends during the year. It’s also a wonderful space for special events. Schools hold fundraisers there, Microsoft hosted a free Kelly Clarkson concert for the community, and recently we have had a circus. By leaving it as it is, we have the flexibility to use it for community events in the future.

No matter how the gravel lot is upgraded, if 160 parking spaces are removed, and additional shopping/restaurant space is added, there will not be enough parking. If we currently do not have enough parking, then by adding more businesses, we will really have a problem.

Many of us in the community voiced our objections in person at council meetings in the past. I plan to show up again to protest this project in November. How many times must we say no? There is simply not enough parking for this project.

Please vote no against this project.

Here is an email I sent to the town council after the last meeting in February 2016 voicing my concerns and questions about this project. I did not hear back from anyone. Can you answer my questions below?

I live at 30 El Camino Drive in Corte Madera and was at the recent council meeting concerning the expansion of Restoration Hardware and possible plans for the gravel lot. I have some concerns and questions. I have bolded the questions to make it easier to answer (not to be obnoxious).

Someone at the meeting said they thought it would be good to pave the gravel lot so that the water runoff would run through filters before going to the bay. The storm drain that drain the streets with runoff from parking lots in our neighborhood currently run directly into the bay. The storm drains are marked with a sign stating this. I am not sure about the Village parking lots. Does the water that runs off the Village parking lot run into a filter system? If so where is this located? I would like to see it. If not, the Village should filter this water before we pave and filter a much smaller parking lot in the gravel area. What about all of the other parking lots in Corte Madera, are we going to add filters to all of them? I believe they currently run into the bay.
I am also very concerned about the parking situation. The gravel lot is already used on weekends all year round, and from October through December it is used during the week as well. According to parking calculations 393 more parking places are needed if Restoration Hardware expands. The plan for the paved and striped parking lot allows for 428 parking spaces. So it appears we will have an extra 35 spaces if it is paved. That would be so if the gravel lot was currently NOT in use. But this is not the case. On weekends and during the months of October through December where are the extra 200 to 300 cars, that currently use the gravel lot, going to park? By allowing the expansion we will not have more parking spaces we will have fewer parking spaces. This is not a small problem.

As James Andrews pointed out, if you do a parking study for the current configuration of the shopping center, you will probably find out the existing parking lot is inadequate. Or you can look at the cars parked on the gravel lot and come to the same conclusion. The Tam Ridge apartments were built with inadequate parking. Please do not allow the same mistake with the Restoration Hardware expansion project.

Another big issue is the traffic around the Village. Do we need more traffic congestion in this area? I don't think we do. During peak traffic time cars back up and block the flow of the southbound and northbound freeway off-ramps making it difficult for people in east Corte Madera to get home. If we add more traffic to this area it may cause cars to back up on the freeway like it backs up in Mill Valley. Do we want this?

The gravel lot is occasionally used for special events such as the free Kelly Clarkson concert sponsored by Microsoft and for school fundraisers. If the lot is paved this will no longer be an option for the people of Corte Madera. Do the people of Corte Madera want to give this up?

At the meeting the council decided to study this project. With a quick look you can see the numbers don't add up. Is it necessary to spend time and money on a parking study and an environmental impact study and a traffic study? Who will pay for these studies? I hope it is Restoration Hardware and not the citizens of Corte Madera.

Thanks for listening to my thoughts. I look forward to receiving answers to my questions.

Susan Sullivan
415-924-0690
susansullivan@comcast.net
Phil - I have a few general comments on the Village expansion Project. The Town web site is very difficult too navigate and find things so please forward this to whomever should be appropriate.

First comment has to do with general planning parking regulations. Allowing "compact" parking spaces is a very poor decision for the town. Portions of the Village and Town Center are generally inaccessible because of the concentration of compact parking spaces. Most of the spaces are occupied by large vehicles which limit the parking to every other space effectively reducing the number of available spaces. The Planning Department needs to amend their code and disallow compact spaces.

Then, regarding the Restoration Hardware project, I am concerned with the further reduction of parking. Moving parking farther away from the stores makes the shopping center less desirable to visit. I do not look forward to parking over on the gravel area and walking a few hundred yards to shop! It would better serve the community to have the new building on the fringe (not on the gravel lot) and have the parking more centrally located rather than move parking farther away from the stores. If compact spaces are allowed, parking will be further reduced.

thanks,
Keith Angerman
1 Spindrift Passage
November 9, 2017
Restoration Hardware Project - Input

Dear Town of Corte Madera Planning Commission,

First thank you for all you do. You have a big responsibility and I respect each of you for the time you spend working towards the well being of our town.

I’m writing in support of The Restoration Hardware project.

In my opinion the town has an opportunity to assist in adding an improvement to The Village, particularly at this time when retail business is declining in many places. We know that Internet purchasing, Amazon etc. is on the rise and that “walk in” retail is generally suffering because of it. If a successful business like RH believes enough in our town and our shopping center we should absolutely welcome them with open arms. This is an indication of a commitment and a positive outlook to good future financial health.

In my view, this new building is architecturally interesting. It will add a new, upbeat dimension to the center. We should stay “hip”…nothing worse than a stale shopping center, especially when they are so visible, as they are in our town.

It is my understanding that in general RH will is used by designers & professionals rather than walk in customers therefor I don’t see a lot of extra car traffic generated here. It’s a mess on the roads around our shopping centers at Christmastime no matter what, but also not likely a time when designers will be working. Locals and people shopping in the center will utilize RH then and have a lovely place to go for a respite from shopping. I understand the rooftop garden will be a park-like setting and a place to relax with great views, how wonderful is that!

RH has already proven them selves to be good partners in Corte Madera and I think they will continue to offer some nice things for our community, for this and the reasons above I support this project.

Suzi Beatie - 48 Key Largo Course, CM suzbeatie@gmail.com
I am writing this email because I am unable to come to the planning commission meeting re: Restoration Hardware proposal to build a new store.

I oppose this proposal for the following reasons:

- Building a store in the middle of the parking area will impact other businesses since this area provides the stores in the middle of the mall with parking nearer to those stores. Retail malls are already feeling the impact of online shopping - does he town want to add to that problem when revenue from the mall is so needed?
- Older people will find the walk from the currently unpaved overflow lot a much longer walk to the stores where they shop.
- Older people tend to buy from stores instead of online so this will impact other businesses. There are already vacancies and this will create more.
- There is no business reason for RH to build a larger store: I have gone into the current store at various times of days as well as during the week and weekends and it is rare that there are more than 2 customers in the store. RH has not been very "healthy" for a while and if it has to declare bankruptcy there will be this behemoth building that will sit empty.
- The traffic is already horrendous anytime from 3:30 p.m. until 6:00 PM and later. I live off Tamal Vista and it is very difficult to try to go under the underpass to go north on weekdays. During the holidays it is impossible. The frontage road on he east side of 101 totally backs up which impacts Tamal Vista traffic trying to go north - the intersections on both sides of 101 already become clogged.
- The noise from building the two story building will be heard on the west side of 101 as will the building of the parking area - which will need to be stabilize to be paved! I am so sick of noise - Tam Ridge took 5 years to build and I live right across from it. I can hear work being done on the frontage road and it all is very tiresome.
- The marsh next to the unpaved parking area will be disturbed due to the need to stabilize the land. The materials will impact the marsh and water in that area.

Hopefully my comments will be submitted to the Planning Commission so they can be considered along with others comments.

Virginia Cunningham
35 sandpiper Circle
Corte Madera, CA 94925
Phil and Adam, Cindy attended the TAM conference on the future of transportation that we attended last year.
Bob

----- Original Message ----- 
From: Cindy Wintef
To: Bob Bundy ; jenniferkfreedman@gmail.com ; cll123@sbcglobal.net ; pc@vanacker.com ; plmetcalfe@comcast.net ; awolff@tommail.org
Sent: Friday, November 10, 2017 12:19 PM
Subject: Restoration Hardware: parking

Dear Planning Commissioners and Director Wolff:

The Restoration Hardware project looks very nice to me, and I'm hoping you will approve the FEIR.

However, I do believe you should make parking a secondary consideration, and here's why:

For the last two years, I have been following technological developments in the field of transportation and reporting regularly about them to TAM.

We are on the cusp of an historic change as disruptive as the rapid switch 100 years ago from the horse and buggy to the combustion engine. Autonomous vehicles will be arriving sooner than many expect.

*The New York Times*, November 8th, Page B-6, reports that Waymo (a Google offshoot) is now testing on public roads cars without a driver ready to take over in an emergency. This is a huge step forward.

The ultimate goal of software developers is to provide AV cars on demand, just as a utility provides power on demand; the AV's would take people where they want to go, drop them off, then leave to provide a ride for other customers. Thus, no parking would be required.
With such a system, private car ownership is less necessary and will decline. Early adopters will save a great amount of time and money, and as the news spreads others will make the transition. Urban planners get giddy at the thought of reclaiming land and buildings for new uses. This is a constantly recurring vision amongst those working on the new technology.

In the face of these anticipated changes, and other high tech changes also under discussion, should plans for the RH building with its long life span be based on habitual parking assumptions that will soon become outmoded?

I suggest that parking concerns be evaluated, as best you can, with our evolving future in mind.

Sincerely,

Cindy Winter
826 S. Eliseo Drive
Greenbrae (Larkspur)
cínhiver@gmail.com
Dear Corte Madera Town Planners—

I urge you to reject the Village and Restoration Hardware’s ("RH") applications to build a massive stand alone store in the middle of the parking lot at the Village and to asphalt the wetlands to create a new parking lot.

The proposed building is too massive. It would drastically change the look and feel of the Village. It would obscure the views of the rest of the mall complex when you pull in.

Massive—taller than anything around, and about half the square footage of Macy’s but blocking the middle of the mall, the proposed building in the middle of the mall is too overpowering. In addition, the mall does not need another large restaurant.

The story poles that were erected are extremely deceptive. They are actually more like story “strings”. RH should have been required to build them out of 2x4 wood so the public could get a more accurate sense of just how massive and invasive the proposed building would be and so they could see how much parking lot space it would take up in the middle of the mall. A homeowner doing a remodel addition would have been required to put up more substantial story poles that what RH erected.

The proposed building is taking away the prime parking spots in the center of the whole mall complex. It is not fair to the other tenants for their patrons to loose centrally located parking spots just because RH wants to build a massive showroom. These spots are the best because they are in the center of the mall and in very close proximity to the other stores. It hurt business for the other mall tenants if these close parking spots are lost.

The proposed replacement parking is too far away from most of the mall. While the gravel area is used during the holidays for overflow parking, that is very different than relying on that area for normal year round parking. And while close to Nordstrom, it is not convenient for any of the other stores in the mall.

Moreover, the wetland area should not be turned into a permanent paved parking lot. It is a beautiful, natural setting and it should not be permanently altered with an asphalt parking lot.

RH should find a different location in the town of Corte Madera to build their massive building, but it should not be part of the Village. If the Town were to allow them to build at the Village, it should be a much smaller building, it should be built out of the way so it is not taking the central prime parking spots for the whole mall, and the wetlands should not be turned into a parking lot.

Sincerely,
Laura Kulhanjian
Dear Planning Staff and Planning Commission,

Following are my comments on RH’s current applications and, hopefully, some suggestions as to how to improve the project, based on several years planning this type of center. I support Restoration Hardware’s well-designed building and believe it will strengthen the retail drawing power of the Village leading to improved tax revenues. If one were to plan a mall with three anchors from the start, this is where the third anchor should be; linked to pedestrian flow at the “crossing point”.

1. The footprint of the new building and fire department requirements result in an inefficient parking layout near RH. If the building were longer in the east west direction and the Fire District could be convinced they could have adequate access with adjacent double loaded aisles on the north and south, as many as 50-60 existing spaces could be retained.

2. I have discussed with RH’s representative creating a pedestrian “arcade” through the building from east to west; creating an inviting building entrance on the east, allowing shoppers a rain-shielded path past the restaurant to the center of the Village.

3. While I don’t believe it’s the Town’s role to dictate retail users or strategies to MaceRich or its tenants, RH’s evolving gallery concept would be more welcome and successful at this location if the lower floor had at least some space devoted to off-the-shelf items such as those many of us love to browse at the holidays. This would increase sales and attract more shoppers to the store, which has been pejoratively characterized as a showroom for high-end designers.

4. It should go without saying that MaceRich, in conjunction with RH, should employ all possible strategies to reduce and consign employee parking to the “gravel lot” including shuttles, valet, ride-sharing incentives, and additional security. It might be worth considering moving the ring road further out (to the northeast, so more spaces are adjacent to the Nordstrom end, similar to Macy’s on the south. This would also reduce speeds and “101 cutting” using the ring road.

5. An additional community amenity could be provided by designing the outer gravel lot parking so that it could better accommodate special events such as the Circus and fund raising events for SPARK etc., thus distributing parking demand at those times.

6. As I have pointed out on NextDoor, the retail sector is not static. One is mistaken to assume iconic brands like Macy’s will not successfully respond to the challenges brick and mortar retail faces with on-line sales. And technologies such as parking demand apps and site sensors may soon reduce the stress of finding a parking space at busy times.

7. Similarly, existing traffic at Tamalpais is subject to improvement over time; by a new, east-west pedestrian/bike bridge to connect the malls and bus stops; and the southern crossing goal in the General Plan, which would divert East Corte Marin traffic from using Tamalpais.

Thank you for considering these points.

Michael Harlock, A.I.A. A.I.C.P.
Public Comment received after 5pm November 13 through 4pm November 14
Mr. Boyle,

If I owned a business at the shopping center I would be very upset that 181 parking spaces are being taken away for the sole benefit of another business. As a business owner that’s potentially 181 of my customers.

As a patron of a number of stores in the Village, I would think twice about shopping there if I would have to park in an inconvenient satellite parking lot. As it stands right now, it’s almost impossible to find a space in the present lots.

Brenda and Joel Fugazzotto
November 13, 2017

Adam Wolff, Planning Commission, Mayor Furst and Town Council,
Town of Corte Madera
300 Tamalpais Drive
Corte Madera, CA 94925

Dear Adam Wolff, Planning Commission, Mayor Furst, and Town Council,

The Corte Madera Chamber of Commerce would like to show our support for the Restoration Hardware Gallery Project. Recently our board voted to go on the record as being supportive of the project. We believe that the new store will be a positive addition to The Village Shopping Center. While retail malls across the states are seeing a decline in sales we think the addition of this store will prove to be beneficial to The Village as well as the Town of Corte Madera. The galleries in other locations have been proven to be very successful.

 Restoration Hardware has been very forthcoming with the residents and business leaders in the community. They have had numerous presentations over the last couple of years and listened to the communities’ ideas and concerns while incorporating these into their design.

While any change is difficult for some members of the community, we believe that good planning and good design are the key to positive changes that will be beneficial to the Town of Corte Madera. We sincerely hope that you will carefully consider approving their proposal and find a way to move this important project forward.

Sincerely,

Julie Kritzberger
I had planned to say the attached comments during the public comment period at the Planning Commission meeting tonight but I have a cold.

The story poles and painted lines in the parking lot showing the perimeter of the proposed building were very helpful.

Peggy Burnett
I oppose the proposed Restoration Hardware expansion for the following reasons:

- **I think the gravel lot should remain as Wetlands and Marshlands in the General Plan, and the zoning should stay as Open Space and Natural Habitat.**

  Corte Madera needs to plan for the longer term. Marin County has the largest percentage of seniors of any Bay Area county. As many seniors say they want to age in place, many of those seniors will not be driving 20 years from now. Hence the need for parking at Marin’s shopping centers should decrease by then.

  I think the wetlands next to Redwood Highway between Nordstrom’s and the shopping center with Trader Joes and Cost Plus (i.e. Shorebird Marsh) is one of the most picturesque assets of Corte Madera. Many people enjoy bird watching, photographing and painting there.

  We just passed Measure AA, a $12 parcel tax to restore the Bay wetlands.

  Thus I think the gravel lot should not be paved now so that it’s easier down the road to expand Shorebird Marsh into the area where the gravel parking lot is now.

- **The Restoration Hardware expansion is too large – the footprint and elevations are too big.**

  It obstructs the view of Christmas Tree Hill for people walking along the Bay Trail next to Redwood Highway. And it takes away too many convenient parking places.

  Other Restoration Hardware “Lifestyle Stores” were built in major metropolitan cities often by remodeling large old iconic buildings into furniture showrooms. These are more appropriate locations than suburban Marin County.

- **Market trends are likely to make big retail stores obsolete 20 years from now.**

  Credit Suisse estimates one quarter of all shopping malls are expected to shutter in the next five years as more sales migrate online.

  I think the proposed design of the new Restoration Hardware will be difficult to repurpose if RH ever leaves because it so large and customized to their needs.
Phil Boyle
Senior Planner
Town of Corte Madera
300 Tamalpais Drive
Corte Madera, CA 94976-0159
(415)927-5067
pboyle@tcmmail.org

From: Louis Smith [mailto:chapmanprk@att.net]
Sent: Tuesday, November 14, 2017 5:05 PM
To: Phil Boyle
Subject: Proposed Restoration Hardware Biolding

Phil,

I oppose any further expanding the footprint of The Village Shopping Center. There are many reasons, including:

- The current footprint generates the maximum amount of vehicle traffic our infrastructure can handle.
- Parking has become an issue in CM. Many people are renting out second units without improving the parking.
- It would require an offsite parking with a shuttle.
- I disapprove of the effect on the skyline from Quarry Meadows.

I much prefer that the existing footprint be used to expand the Restoration Hardware business.

It is common knowledge that Macy’s is closing stores and changing their business model. Nordstrom is doing the same. My preference is for the major stakeholders to find a solution to accommodate Restoration Hardware’s growth.

Sincerely,
Louis Smith
67 Buena Vista
Corte Madera, CA 94925
November 15, 2017

Mr. Phil Boyle
Planning Department
Town of Corte Madera
300 Tamalpais Drive
Corte Madera, CA 94925

Village at Corte Madera Restoration Hardware Expansion – Final Environmental Impact Report (FEIR)

Dear Mr. Boyle:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the above-referenced project. In tandem with the Metropolitan Transportation Commission’s (MTC) Sustainable Communities Strategy (SCS), Caltrans new mission signals a modernization of our approach to evaluating and mitigating impacts to the State Transportation Network (STN). We aim to reduce Vehicle Miles Travelled (VMT) by tripling bicycle and doubling both pedestrian and transit travel by 2020. Our comments are based on the DEIR.

Project Understanding
The applicant proposes to construct a Restoration Hardware Gallery at The Village in an area currently occupied by surface parking for the shopping center and improvements to an existing gravel lot located northeast of The Village. The Gallery will be approximately 46,000 square feet (sf) of gross floor area, which will entail about 40,200 sf of retail space and 5,800 sf of a café-style restaurant. The proposed project will result in a reduction of 166 parking spaces in the existing parking lot and an addition of approximately 455 parking in the improved gravel lot. Access to the project site is provided via four driveways, three of which are signalized on Redwood Highway. The project site is regionally accessed from the US 101 ramps at Tamalpais Drive.

The applicant will enter into a development agreement with the Town of Corte Madera whereby the Town and applicant will establish the rights and obligations for use of the gravel lot immediately north of the village for parking including improvements and maintenance. The Town would record a nonexclusive public parking easement on the parcel. Community events, similar to those which have occurred in the past will continue to be allowed.

"Provide a safe, sustainable, integrated and efficient transportation system to enhance California’s economy and livability"
Mr. Boyle, Town of Corte Madera  
November 15, 2017  
Page 2

Operations Analysis  
Given the short merge from the Industrial Way on-ramp to northbound US 101 and weaving conflicts between merging traffic and north-eastbound traffic headed for Sir Francis Drake/Richmond-San Rafael Bridge, construction of a third eastbound lane to the Richmond-San Rafael Bridge is ongoing and slated to be open at the end 2017. The addition of a third lane is irrelevant to the existing condition, however, once completed it may improve the existing plus project condition. Caltrans disagrees that the Intersection Number 14, US 101/Industrial Way operates at Level of Service (LOS) B during the PM peak hour. Please provide supporting data, methodologies, analysis and assumptions regarding the assessment in an electronic file (DEIR Table 3.12-1 and 3.12-10).

Please analyze the through lanes separately from the auxiliary lanes for US 101 segment number 4. Level of Service is not based on the speed but rather on the density of roadway segment.

Travel Demand Fees  
The intersection improvements specified on Page 3.12-22 of the DEIR indicate that the mitigation measures are contradictory to the goals of the recently proposed Corte Madera Community Connector Plan. The mitigation measures should be revised to be consistent with the Town's goals and plans, as well as with Caltrans' goals of reducing VMT and increasing bicycling and walking.

Should you have any questions regarding this letter, please contact Stephen Conteh at (510) 286-5534 or stephen.conteh@dot.ca.gov.

Sincerely,

[Signature]

PATRICIA MAURICE  
District Branch Chief  
Local Development - Intergovernmental Review

c: State Clearinghouse

"Provide a safe, sustainable, integrated and efficient transportation system to enhance California’s economy and livability"
Dear Council Members:

Please do not let this expansion of Restoration Hardware go through. It’s too large & out of scale with the shopping center that is fine just as it is. Shopping centers are losing business. What happens if they decide to close the store? We are stuck with a humongous building. They are having trouble renting storefronts at C.M. Center. Many empty. People are buying online more and more, less and less at stores. Everything is shown in their way too big (800 pages) catalogues waste paper and resources. No need for in person viewing. Corporate Wincup comes to mind. Too many parking spaces get eliminated. Crowded parking during holidays. More traffic coming from other counties. This is an unnecessary expansion.

Thank you.
Gloria Gallo
Please don't let Restoration Hardware build a new building and remove 160 parking spaces at the Village.

I live in Marin Estates and the current traffic generated by the Village is terrible in November and December. And this is with people using the overflow parking in the gravel lot.

It's good to have the overflow parking available during holiday season and on busy weekends during the year. It's also a wonderful space for special events. Schools hold fundraisers there, Microsoft hosted a free Kelly Clarkson concert for the community, and recently we have had a circus. By leaving it as it is, we have the flexibility to use it for community events in the future.

No matter how the gravel lot is upgraded, if 160 parking spaces are removed, and additional shopping.restaurant space is added, there will not be enough parking. If we currently do not have enough parking, then by adding more businesses, we will really have a problem.

Many of us in the community voiced our objections in person at council meetings in the past. I plan to show up again to protest this project in November. How many times must we say no? There is simply not enough parking for this project.

Please vote no against this project.

Susan Sullivan
415-924-0690
susandsullivan@comcast.net
November 14, 2017

Peter Chase, Chair
Town of Corte Madera, Planning Commission
Tamalpais Avenue
Corte Madera, CA 94925

ATT: Phil Boyle

RE: Restoration Hardware Project

Dear Chairman Chase and Commissioners:

The Marin Audubon Society appreciates your consideration of our comments on the Restoration Hardware Project. Our comments are primarily related to the gravel parking lot.

1. Trail location - We reemphasize our objection to relocating the Bay Trail to between Shorebird Marsh and the parking lot, and our support for the staff recommendation. Along the marsh, the people and their dogs using the trail would cause increased impacts to the marsh and species that depend on it. Further, a relocation is unnecessary as access trails surround Shorebird Marsh, except for along this edge. The existing trails provide better views of the marsh than would be available from the gravel lot. The project has adequately addressed safety of users who would cross into the lot.

2. Fencing - We think installing a fence would be more protective of the marsh, but should the trail be relocated a fence would be a necessity. We reemphasize our strong objection to locating any fencing in the current buffer/transition zone of Shorebird Marsh. While we support fencing between the gravel lot and Shorebird Marsh in order to protect the habitat and wildlife, it should be in the gravel lot area. We remind the Commission that the Shorebird Marsh is not only the major flood basin for the Town, but was also mitigation for wetland losses due to construction of the Village Shopping Center. To approve any intrusion into the buffer/mitigation area would be a violation of this mitigation responsibility.

3. Revegetation - Because more people will be using the gravel lot and gaps exist in the buffer vegetation, we recommend that the applicants be required to mitigate for impacts of the increased use by planting native species in the areas of the buffer where vegetation does not now exist.

In conclusion, we would like to make one comment about the proposed lease for the gravel parking lot. Ninety-nine years is a VERY long time for a lease that does not even allow the Town the ability to consider changed uses. We urge the Town to reconsider whether such an arrangement is in the best long-term interest of the citizens of the Town.

Sincerely,

Barbara Salzman
Conservation Committee
It shouldn't surprise me that CEO Gary Friedman of Restoration Hardware feels entitled to pave the empty lot next to the Shorebird Lagoon. Restoration Hardware bills itself as a green business. No one is supposed to know about the dumpsters full of merchandise that are carted off to the landfill instead of being donated to the needy. Products used in catalog photo shoots and returned merchandise are not worth the trouble of restocking. Thus, they are M.O.S., that is "marked out of stock" and thrown into the dumpster.

So next time you separate your trash from your recyclables think about the tons of home furnishings that this company hauls to the dump every week to be buried in the landfill. Shorebird Lagoon is one of the few places along the 101 corridor where you can catch a glimpse of a white pelican. Where better to build a parking lot for Resto's aspiring customers?

I am not surprised that the town of Corte Madera is going to let this happen. After all, there was not enough parking before the WinCup debacle. Maybe another pedestrian walkway could be built over the freeway so WinCup residents can park their cars next to the mall.

"Harmonizing with the Environment" was a theme of one of Resto's catalogs several years ago. That same year Architectural Digest wrote an article about Friedman's custom home on Belvedere Island. The article stated that more than three hundred truckloads of soil were removed from the site so that the home was "literally carved into the hill top".

I guess this is the sort of self confidence it takes to be a successful businessman. This is another development that the town of Corte Madera will regret. Think about this while you are stuck in traffic.

Dino Colombo  
P.O. Box 393  
Stinson Beach, Ca  
94970

415-868-1607
ATTACHMENT 9

Planning Commission Resolution 17-022
A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF CORTE MADERA RECOMMENDING THAT THE TOWN COUNCIL CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT, AND APPROVE APPLICATIONS FOR:

1) A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATION OF THE GRAVEL LOT (GRAVEL LOT) FROM WETLANDS AND MARSHLANDS TO MIXED-USE REGION-SERVING COMMERCIAL; AND

2) REZONING OF THE GRAVEL LOT FROM PARKS, OPEN SPACE AND NATURAL HABITAT TO C-2 REGIONAL SHOPPING (THE BAYLANDS RISK ZONE AND NATURAL HABITAT OVERLAY DISTRICT WILL REMAIN; AND

3) PRELIMINARY PLAN AMENDMENT FOR RETAIL EXPANSION AND IMPROVEMENTS TO THE GRAVEL LOT; AND

4) PRECISE PLAN AMENDMENT FOR RETAIL EXPANSION AND IMPROVEMENTS TO THE GRAVEL LOT; AND

5) DESIGN REVIEW APPLICATION FOR RETAIL EXPANSION AND IMPROVEMENTS TO THE GRAVEL LOT; AND

6) CONDITIONAL USE PERMIT FOR A CAFE WITHIN THE C-2 REGIONAL SHOPPING DISTRICT ZONE; AND

7) DEVELOPMENT AGREEMENT BETWEEN TOWN OF CORTE MADERA AND MACERICH APN 024-032-030, APN 024-032-19

TO FACILITATE THE VILLAGE AT CORTE MADERA EXPANSION PROJECT (PROJECT), INCLUDING THE DEVELOPMENT OF A NEW APPROX. 46,000 SF RETAIL STORE (THE RH GALLERY) AND CAFE AT 1618 REDWOOD HIGHWAY, APN'S 024-032-030 AND MAJOR MODIFICATIONS TO AN EXISTING GRAVEL PARKING LOT

WHEREAS, on June 19, 2015 Corte Madera Village, LLC and Restoration Hardware ("The Applicants") submitted an application for The Village at Corte Madera Expansion Project ("The Project") which contains a General Plan Amendment, Rezoning, Preliminary Plan Amendment, Precise Plan Amendment, Design Review and Conditional Use Permit to construct a ±52,000 sq. ft. two-story RH Gallery with an open roof top courtyard and improve the Gravel Lot to the north east of The Village; and

WHEREAS, public meetings, hearings, public document releases (i.e. staff reports, environmental documents) and displays of story poles and display boards were noticed via the Town's website, an email list of interested individuals and agencies; publication in the Marin Independent Journal and the Town Reader board; and

WHEREAS, on October 6, 2015 the Town Council, during a noticed public business item, approved a contract with the Environmental Consulting Firm of GHD (GHD) to prepare Phase 1 of the Environmental Impact Report for the Project; and

WHEREAS, on October 20, 2015 the Town Council, during a noticed public hearing, approved Resolution
41/2015 giving authorization to proceed with discussions and/or real estate negotiations with Macerich (property owner) regarding potential sale, lease or other disposition of the Town's Gravel Lot located on Redwood Highway north east of the Village at Corte Madera eastern parking lot (APN-024-03-019) and approval of Resolution No. 42/2015 approval of an access agreement to allow Corte Madera Village, LLC access for inspection and testing of the Town's Gravel Lot (APN-024-03-019); and

WHEREAS, on February 2, 2016 the Town Council, during a noticed public meeting, approved a contract with GHD to prepare Phase 2 of the Environmental Impact Report and authorized further negotiations with Macerich for the use of the Gravel Lot for shopping center parking; and

WHEREAS, on December 20, 2016 the applicants revised their submittal which included a reduction in the size of the proposed building by approximately 7,000 square feet, a reduction in height by 6 feet, the addition of a café, and changes in the design elements to complement the surrounding views; and

WHEREAS, on October 25, 2016 – Notice of Preparation (NOP) for the Project EIR was filed with the State Clearinghouse; and

WHEREAS, from October 25, 2016 to November 30, 2016 the comment period regarding scope of work for the proposed EIR was noticed on the Town’s website, an email list of interested individuals and agencies; in the Marin Independent Journal and the Town Reader board and properties within 300 feet of the project; and

WHEREAS, on November 17, 2016 – A scoping meeting, which was noticed, was held at the Town of Corte Madera to receive input from the public on the scope of work proposed by GHD for the EIR; and

WHEREAS, on March 21, 2017 – The Council, during a noticed public meeting, endorsed the proposed term sheet for a non-exclusive easement and development agreement to allow for Corte Madera Village, LLC to improve the Town's Gravel Lot and utilize resulting parking spaces for required parking for the Village at Corte Madera, including a potential Restoration Hardware expansion project and provided direction and authorization to Town staff to draft the non-exclusive easement and development agreement consistent with the term sheet; and

WHEREAS, on July 12, 2017 Notice of Completion (NOC) for The Project EIR was filed with the State Clearinghouse; and

WHEREAS, from July 12, 2017 to August 25, 2017 – Public Review Period of the Draft EIR was noticed and the Town received comments from governmental agencies, various interest groups and the general public; and

WHEREAS, on August 8, 2017 – the Planning Commission, during a noticed public hearing, received comments on the DEIR; and

WHEREAS, on October 16, 2017 and November 15, 2017 notices were posted as described above announcing the display of story poles and supplemental information made available to the public to aid in understanding the physical location and scale of the proposed Project near the Project at The Village; and

WHEREAS, on November 1, 2017 Copies of the FEIR were sent to those public agencies who commented on the Draft EIR; the Planning Commission and the public were notified of the availability of the FEIR via the email, hard copy mailings to all properties within 300’ of the project and the Town’s website in accordance with CEQA Guidelines Section 15088; and
WHEREAS, on November 1, 2017 Notices were sent and posted announcing the availability of the Final Environmental Impact Report (FEIR) and the November 14th Planning Commission Meeting. Copies of the FEIR were also sent to those public agencies that commented on the Draft EIR. The Planning Commission and the public were notified of the availability of the FEIR and the November 14th Planning Commission meeting from many different sources including: the email list of all individuals who have sign up to be notified of Town meetings, the email list of individuals who have signed up for notification of this particular project and hard copy mailings were sent to all properties within 300’ of the project. In the Public Outreach section of this report below is a description of the methods staff and the applicant used to keep the public up to date on the status of the Project; and

WHEREAS, on November 4, 2017 – A notice announcing the November 14, 2017 public hearing was posted in the Marin Independent Journal; and

WHEREAS, a Statement of Findings, Facts Pursuant to the California Environmental Quality Act in Support of Adoption of the Village at Corte Madera Expansion Project Findings of Fact are included in this resolution (Exhibit A); and

WHEREAS, on November 14, 2017 the Planning Commission held a public hearing on the Environmental Impact Report, the application for a General Plan Amendment, a Rezoning, a Preliminary Plan Amendment, a Precise Plan Amendment, Design Review, a Conditional Use Permit for a café and the Development Agreement; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Planning Commission hereby recommends that the Town Council take the following actions: 1) certify the Environmental Impact Report for the Project, 2) approve the General Plan Amendment to change the land use designation of the Gravel Lot from Wetlands and Marshlands to Mixed-Use Region-Serving Commercial, 3) approve the Rezoning of the Gravel Lot from Parks, Open Space and Natural Habitat to C-2 Regional Shopping, 4) approve the Preliminary Plan Amendment for retail expansion and improvements to the Gravel Lot, 5) approve the Precise Plan Amendment for a new approximately 46,000 square foot retail store and café, modifications to the Village east entry plaza, and major modifications to the Gravel Lot, 6) approve the Design Review application for (repeat same for Precise Plan), 7) approve the Conditional Use Permit for a café within the C-2 Regional Shopping District Zone, and 8) Approve the Development Agreement between the Town of Corte Madera and Macerich Redwood Highway APN’S 024-032-030 AND 019, (File # GPA-15-001, ZA-15-001, EA-15-001, PDP-15-003, DR- 15-017 and subject to the conditions listed herein:

Pursuant to CEQA Guidelines Section 15090 and 15091, the Planning Commission recommends to the Town Council certification of the EIR based on the findings contained in Exhibit A, attached to this resolution.

GENERAL PLAN AND ZONING ORDINANCE AMENDMENT FINDINGS

As described in the November 14, 2017 staff report under Project Analysis, the two large shopping centers, The Town Center and The Village at Corte Madera play key roles in the social and economic fabric of the Town. The 2009 General Plan recognizes the role of these two centers pursuant to General Plan Land Use Goal LU-4 which advocates "Strong and vibrant commercial and office centers that serve local and regional needs". The project is consistent with this goal and specifically Policy LU-4.3 and implementation measure LU-4.3a which aim to expand the Village through the use of flexible development standards to protect and enhance the Town’s tax base.

The Project will also promote and implement General Plan Goal LU-3, to encourage infill development that achieves a more livable, sustainable community. The Project 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. The project will also facilitate the implementation of Policies LU-3.5 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.

Below is a discussion of each of the findings for the General Plan Amendment and the Zoning Ordinance Amendment. The findings of fact for the General Plan Amendment (GPS #1) and the first two Zoning Amendment findings (RZ #1 and #2) have been combined because they are very similar and the response to the findings overlap.

Finding - GPA #1: Explain why the proposed amendment is in the public interest and consistent with the General Plan.

Finding - RZ #1: How is the proposed amendment consistent with the adopted general and specific plans of the Town of Corte Madera?

Finding – RZ #2 How is the proposed amendment consistent with the objectives of the Zoning Ordinance?

Findings of Fact - GPA #1, RZ #1 and RZ #2

The Town's first General Plan (1958) and the 1963 General Plan both designated the Gravel Lot for industrial uses. In 1984, an amendment to the 1975 General Plan was approved and the land use designation was changed to High Density Residential in conjunction with the development of the Village shopping center.

In the 1989 General Plan the site was designated Wetlands, Unique Marshland, Related Habitat and Potential Habitat Restoration Area for the first time. The General Plan identified the Gravel Lot, referred to as the "Habitat Site" in Section 2.5 - Specific Sites, as a site that was included along with twelve other larger sites in town that had development potential. A separate working paper, Analysis of Planning Options, October 1987 was created which identified the following options for the Gravel Lot: 1) designate the site as permanent open space; 2) designate the site a potential habitat restoration area; and 3) designate the site for other alternative uses identified in the Town Survey including senior housing, parking, and a nature study facility. These options were incorporated into the 1989 General Plan as allowable potential uses of the site.

In November 1995 a conditional use permit was approved by the Council to facilitate use of the lot for public parking and for patrons of the Village in conjunction with an agreement being negotiated at that time for purchase of the Gravel Lot by the Town. Then in December 1995, the Town entered into an agreement with the owners of the Gravel Lot and agreed to use the site for parking.

In the early 2000's expansion entitlements for the Gap, Banana Republic and the Cheesecake Factory were granted with required parking being permitted at the Gravel Lot. The Town has also granted permits for a variety of community-oriented events at the Gravel Lot over the years such as staging for the Avon Walk, the Marin General Hospital Annual Gala, the Wood-Chipper event, etc.

In 2009 the General Plan Land Use designation for the site was established as Wetlands and Marshlands, and removed any specific policies related to specific uses of the Gravel Lot. This designation did not take into account the 1995 agreement between the Town and the Village owners which required that the
lot be used for public parking, including for patrons of the Village, nor the practice of permitting community-oriented events on the Gravel Lot.

Changing the Gravel Lot’s GP and the ZO designations to new designations that explicitly allow parking for commercial uses would more accurately reflect the reality of existing land use requirements consistent with the 1995 agreement with the Village, past entitlement and permit history, and the functional relationship between the Village and the Gravel Lot that has existed for decades.

At the same time, the proposed development agreement, which would replace of the 1995 agreement, would continue to restrict the use of the Gravel Lot to public parking, would recognize for the first time community-oriented events as a permitted use, and require that the owners of the Village to improve the Gravel Lot consistent with General Plan policies intended to improve stormwater filtration, pedestrian safety, and habitat protection (particularly with the potential inclusion of the optional fence). Furthermore, the development agreement would shift maintenance, security, and liability costs associated with the Gravel Lot to the Village and require an annual payment to the Town.

In addition to the reasons mentioned above, Staff notes that the 2009 General Plan allows for additional expansion at the Village and such additional floor area will necessarily require that additional parking spaces be constructed pursuant to the CMMC. Therefore, it is important to consider not whether more parking for the Village should be constructed, but where additional parking should be constructed. In Staff’s view, it is preferable to allow required parking to be located in the Gravel Lot, a lot that is already required to be a parking lot, and remain so, rather than in other locations, such as a parking garage structure on the Village shopping center property itself, like that described in Alternative 2 of the DEIR. Although the General Plan anticipates the development of a parking garage structure at some point, it seems preferable to avoid having to consider adding more structures and mass to the Village (and more significant construction impacts) if there are other viable alternatives.

Finally, allowing the Gravel Lot to be used as required parking for uses at the Village, and amending the Gravel Lot’s General Plan land use designation and Zoning District to do so, would facilitate the applicant’s Project, which would be consistent with several land use policies discussed above intended to further the Town’s economic development goals.

In summary, the proposed General Plan and Zoning Ordinance amendments are appropriate because the proposed new designations, combined with the proposed development agreement, more accurately reflect historical use of the site, allow the Gravel Lot to be improved and developed as a parking resource for the Village instead of the development of a parking garage structure, and would facilitate a project otherwise consistent with the General Plan, and one that would substantially further the Town’s economic development goals.

For the reasons outlined above related to the General Plan Amendment, the proposed rezoning of the Gravel Lot to C-2, would be appropriate. The C-2 district would be consistent the Mixed-Use Regional Serving Commercial land use designation and would allow for public parking uses, including parking required under the Zoning Ordinance for commercial uses, and the limited number of community-focused events that have been permitted by the Town in the past, and allowed pursuant to the proposed development agreement associated with this project.
PRELIMINARY PLAN AMENDMENT FINDINGS

The Town Council adopted Resolution No. 2021 approving the original Preliminary Plan for The Village on May 4, 1981. The Council subsequently amended Resolution No. 2021 in January and May of 1983 and again in January of 1984 when it approved Preliminary Plan Application No. 83-51. The Preliminary Plan was last updated with the approval of Resolution 3685 which was adopted in 2012 in relation to the Nordstrom and Macy's expansions and the creation of additional parking on the Village main lot.

The current application seeks to amend the Preliminary Plan for an approximately 46,000 sq. ft. retail expansion at the Village shopping center and modifications of the Gravel Lot for parking purposes, including parking associated with commercial uses at the Village.

Finding - Pre. Plan #1

Explain how the proposed development, or a major phase thereof, can be substantially completed within four years.

Findings of Fact - Pre. Plan #1:

The proposed development consists of construction of a ±46,00 square foot building, the re-surfacing of a portion of an existing parking and modifications of the Gravel Lot including paving, striping, lights and landscaping. The applicant estimates all of the construction to be completed within 11.5 to 22 months.

Finding - Pre. Plan #2

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.

Findings of Fact - Pre. Plan #2:

The Project is proposed in two phases, with the improvements to the 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. Also see discussion above regarding the application’s consistency with the General Plan and Zoning Ordinance.

Finding - Pre. Plan #3

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:

Findings of Fact - Pre. Plan #3
The new retail building is within the allowable development area, approved as a part of the 2009 General Plan. The Project proposes approximately 46,000 square feet, while the EIR prepared for the General Plan, and certified by the Town Council, studied an expansion of 185,000 square feet of additional retail uses (of which only approximately 17,431 SF had been constructed prior to submittal of the original applications in August of 2015). If the project is constructed the total FAR for the Village would be 0.38 while the maximum allowable FAR is 0.47. Furthermore, the EIR for the Village at Corte Madera Expansion Project EIR concluded that the Project would not have a significant traffic impact with implementation of the require mitigations measures.

Finding - Pre. Plan #4

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:

Findings of Fact - Pre. Plan #4

The Project does not include any residential development and is not immediately adjacent to any residential development. See discussion of Preliminary Plan Finding #3 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. See Plan Sheets A18 and A19, which illustrate view of the Project site as seen from the surrounding hillsides. Furthermore the DEIR for the project analyzed the visual impacts including visual simulations of the proposed building and The Gravel Lot and determined that the project would not have a significant impact, section DEIR Section 3.1.

Finding - Pre. Plan #5

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

Project Findings of Fact - Pre. Plan #5

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. Section 3.13 of the DEIR address utility service capacity and determine that it was adequate.

Finding - Pre. Plan #6

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 Findings of Fact - Pre. Plan #6

See discussion above regarding the application’s consistency with the General Plan - Findings of Fact GPA #1 and Zoning Ordinance - Findings of Fact RZ-#1.
BRNH OVERLAY DISTRICT FINDINGS (CMMC 18.18.220)

Prior to approval of any development in the BRNH Overlay District, the following findings shall be made:

Finding - BRNH #1:
The project protects and preserves saltwater and freshwater wetlands and related habitats, and protects and preserves the water quality of wetlands;

Findings of Fact BRNH - #1:

The report prepared by WRA, which is one of the appendix of the DEIR, and EIR for The Project ensures 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. 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 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.

Finding - BRNH #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

Findings of Fact BRNH - #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. See Project Compliance with Development Standard #3, above, regarding details related to flood-proofing. These actions would reduce the risk of flood hazard to an acceptable level.

PRECISE PLAN AMENDMENT AND DESIGN REVIEW FINDINGS

The current application seeks to amend the Precise Plan to for construction of a new approximately 46,000 sq. ft. retail gallery and café for Restoration Hardware, modifications to the center’s east entry plaza and existing parking lot, and modifications to the Gravel Lot for the development of an improved parking lot with up to 455 spaces. The Town’s Zoning Ordinance requires that the Planning Commission make all of the Design Review Findings (CMMC Chapter 18.30) and show that the Precise Plan Amendments is in substantial conformance with the approved Preliminary Plan.

The Precise Plan Amendment is in substantial conformance with the approved Preliminary Plan because all proposed improvements are within footprint of the Village, the project will utilize the existing roadway network and it will be within the allowed density of the Village. The modifications to the Gravel Lot will not expand the parking area and no natural vegetation will be altered. Lastly the proposed use for the retail store is permitted in the C-2 District and the use of parking at the Gravel Lot is also permitted in the C-2 District.

The following required findings must be made in order for the Town to grant approval of a Design Review application. These findings also must be made for the Town to approve a Precise Plan Amendment

Finding – DR#1

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

Findings of Fact – DR#1

See discussion above regarding the application’s consistency with the General Plan - Findings of Fact GPA #1 and Zoning Ordinance - Findings of Fact RZ-#1 and RZ#2. The application does not include a sign(s) and when sign application is submitted the sign will be reviewed by the Town and must meet all requirements prior to approval

Finding - DR#2.

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.

Findings of Fact – DR#2

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
native and drought tolerant and appropriate to climate and in harmony with the building design and Village Shopping Center. Plan sheets RH-L1 through RH-L7 depict landscape changes associated with construction of the RH Gallery. Construction will require 35 trees to be removed from the shopping center parking lot where the new RH 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.

Finding – DR#3

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.

Findings of Fact – DR#3

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. 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 in compliance with Town's Design Review requirements Plan Sheets A2 – A4, A18 and A19. See Finding of Fact GPA-#1 above regarding the Project's benefit to 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. 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.

Finding – DR#4

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.

Findings of Fact – DR#4

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. 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. See Plan Sheets RH-L1 – RH-L6, which illustrates, for the new store, the landscaping enhancements at grade, the second floor terraces and the roof-top plaza.
Finding - DR#5

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

Findings of Fact – DR#5

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.

Sustainability elements of the Project include:
- 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
- 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

Finding - DR#6.

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.

Finding of Fact - #6:

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 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. Also, as part of the improvements to the Lot, the roadway median is proposed to be extended to eliminate the ability to make left turns in and out of the eastern access point of the lot. This median extension with include a 4 foot hedge with will discourage pedestrians from crossing Redwood Highway at this point.

Finding - DR#7.

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.

Findings of Fact - #7:

The improvements to the Lot will have positive benefits to the quality of the stormwater entering marsh adjacent to the lot. 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 low impact development features will tie into existing outfall structures, with no changes to the outfall configuration.

Finding – DR #8.

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.

Findings of Fact - DR#8:

No signage has been submitted as part of the present application. The sign application will be submitted later.

CONDITIONAL USE PERMIT FINDINGS

Conditional Permits are granted for uses within a zoning district which, by the conditions, are made compatible with the primary uses of the district. Certain conditional uses are permitted in each district subject to the granting of a conditional use permit. Conditional uses include various types of public and private structures and uses which do not precisely fit into the zoning district classifications. Because of their unusual characteristics, conditional uses require special consideration so that they may be located properly with respect to the objectives of this title and with respect to their effects on surrounding properties. To achieve these purposes, the Planning Commission is empowered to grant and to deny or to recommend the grant of or denial of applications for use permits and to impose reasonable conditions upon the granting of use permits.
The Planning Commission may grant an application for a Conditional Use Permit as it was applied for or in modified form, if, on the basis of the application and the evidence submitted, the Planning Commission makes all of the following findings.

**Finding – CUP#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.**

**Findings of Fact – CUP#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 Lot across Redwood Highway will accommodate 452 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 based 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.
Finding – CUP#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.

Findings of Fact – CUP#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.

Finding – CUP#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.

Findings of Fact – CUP#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, d and e are not applicable.

DEVELOPMENT AGREEMENT FINDINGS

The following required findings must be made in order for the Town Council to grant approval of a Development Agreement.

Finding - DA #1

The development agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan, and any preliminary or specific plan.

Findings of Fact #1

The Development Agreement is consistent with the proposed General Plan Amendment.

Finding - DA #2
Is the development agreement compatible with the uses authorized in, and the regulations prescribed for the Land use district in which the real property is located.

Findings of Fact #2
The Development Agreement is consistent with the proposed Project applications for a General Plan Amendment and Zoning Amendment.

Finding - DA #3
The development agreement will not be detrimental to the health, safety, and general welfare of the community.

Findings of Fact #3
The Development Agreement results in improvements to the existing Gravel Lot thereby reducing the risk of property damage or personal injury to persons using the property and, reduces the risk of liability for the Town. The lighting and circulation improvements to the Gravel Lot will increase the visibility and provide for safer use. Furthermore, there will be water quality benefits as a result of the biorention system proposed for the modified Gravel Lot.

Finding - DA #4
The development agreement will not adversely affect the orderly development of property.

Findings of Fact #4
The Gravel Lot is currently restricted for use as parking and the Development Agreement confirms and clarifies the existing requirements to use the Gravel Lot for parking consistent with the 1995/1996 agreements and bond documents between the property owners at The Village and the Town. The Development Agreement does not change the existing use, but rather brings the use into conformity.

Finding - DA #5
The development agreement is advantageous to and/or benefits the Town.

Findings of Fact #5
The Development Agreement would require Macerich to improve the existing Gravel Lot resulting in an improved property that the Town continues to own, provide higher quality of parking and lighting on the existing property, shift the costs of improvements and on-going maintenance from the Town to Macerich, shift the liability from Town to Macerich, and provides an annual payment of $320,000 to the Town during the term of the Agreement.
CONDITIONS OF APPROVAL

PLANNING DEPARTMENT

PLANS

1. Consistency with Approved Plans - The proposed project shall be constructed substantially in accordance with:
   a. The plan set titled Restoration Hardware Gallery stamped “Official Exhibit” with a received stamp of November 7, 2017 and,
   b. The color and materials board titled Corte Madera Planning Commission stamped “Official Exhibit” with a received stamp of October 24, 2017, except as amended by these conditions of approval,
   c. Any signage shown in the Approved Plans are for illustrative purposes only and a subsequent application shall be submitted for any proposed signage.

2. Conditions of Approval - Plans submitted for building permit application shall include the following on one or more of the plan sheets:
   a. These conditions of approval;
   b. The Mitigation Monitoring Program Report (MMP) and;
   c. Traffic Control Plan and Site Logistic Plan dated October 24, 2017
   d. Construction Management Plan – Tilted Dated

3. Changes to Plans - No changes shall be made to the approved plans without written approval from the Corte Madera Planning Department. If the applicant proposes changes that require Planning Department review to determine conformance with the approved plans, the Planning Director may require a $500 deposit for a Permit Amendment, pursuant to the Corte Madera Fee Schedule. The Planning Director may also refer proposed changes of the approved plans to the Planning Commission for review.

4. Owner and Contractor Statement - The applicant shall provide with the building permit application submittal a signed “Owner and Contractor Statement”. This signed document acknowledges that the owner and contractor have read, understand and accept the responsibility to implement the conditions of approval.

MITIGATION MEASURES REQUIRE PURSUANT TO THE VILLAGE AT CORTE MADERA EXPANSION PROJECT EIR

5. Compliance with Approved Mitigation Measures – All mitigations measures listed in the Mitigation Monitoring Program (Attachment 6 of November 14, 2017 Planning Commission Staff Report) shall be implement along with these conditions of approval.

CONSTRUCTION

6. Preconstruction Meeting – Prior to submitting a building permit, a preconstruction meeting shall take place with all appropriate representatives of the Project construction team, Town representatives and any other agencies. The meeting shall address items such as the construction management and parking plan, required permits, traffic and parking management,
work schedule, delivery schedule, contact person(s), neighborhood notification, insurance, damage deposits, etc.

7. **Hours of Construction** - Hours of construction shall be limited to 7:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. on Saturday, provided that if any reasonable and credible work-related complaints are received by the Town about construction on a weekend, no further work shall be conducted on a Saturday; and provided further, if any reasonable and credible work-related complaints are received by the Town about construction during any weekday, the Planning Director is vested with the authority to impose reasonable conditions to address the issues that gave rise to the complaint. Whether or not a complaint about construction is reasonable and credible shall be left to the sole and sound judgment of the Planning Director. In order to mitigate any potential adverse impacts the applicant's construction activities have on neighboring property owners and renters, the Planning Director shall be vested with the authority to impose reasonable conditions on the applicant's hours of construction and/or the applicant's construction activities. No workers shall be on the site except during these hours. Without limiting the generality of the foregoing, no preparatory work or staging shall be allowed to occur on the site or on adjacent properties except during the hours specified above. No work shall be performed on a legal holiday. Requests for modifications to these construction hours can be submitted to the Town for review.

**LANDSCAPE PLANS**

8. All landscaped areas shall be installed prior to Certificate of Occupancy in compliance with Preliminary Landscape Plan within the approved Design Review Plans. If all the required landscaping is not completed prior to the Certificate of Occupancy, the applicant shall post a cash deposit or letter of credit for 125 percent of the total cost of the landscaping, based on a written estimate of such cost. All landscaping shall be completed within six months of the Certificate of Occupancy.

9. Any landscaped area provided in compliance with this title shall feature water-conserving landscape designs and shall be permanently maintained by the property owner, including automatic watering, weeding, pruning, fertilizing, spraying, or other form of insect control, replacement of plant materials as needed, and any other operations needed to ensure proper maintenance. Failure to meet these requirements shall be cause for the issuance of a citation, an order of compliance, nuisance abatement action, and/or the revocation of any land use approval for which the landscape requirements were made a condition of approval. If the respondent refuses to comply with the provisions of the citation and order, legal proceedings may be initiated by the town attorney to obtain compliance when such proceedings are authorized by the town council.

**OTHER PERMITS OR OTHER REQUIREMENTS**

10. **Permits From Other Agencies** - Prior to submitting an application for a building permit, grading permit or significant tree removal, the applicant shall provide any required approvals and/or permits from any local, state or federal agencies with jurisdiction over any resource on the site. It shall be the responsibility of the applicant to determine whether approvals and/or permits are required.

11. **Housing In-Lieu Fee** - A housing in-lieu fee will be required for all applicable projects. If fees are required they will be paid prior to the applicant receiving a building permit.

12. **School District Mitigation Fees** - Applicant is responsible for ascertaining whether School District
mitigation fees will be required by the Larkspur-Corte Madera School District for this project. If fees are required, the district will require that these fees be paid prior to the applicant receiving a building permit for this project.

13. **Graywater Requirements** - If this project requires a new water service or a larger water meter then prior to submitting an application for a building permit with the Town of Corte Madera, the applicant shall provide written documentation that the project complies with the graywater provisions of Title 13 of the Marin Municipal Water District (MMWD) Code (Ordinance 429). MMWD Graywater information is available at marinwater.org/15S/Graywater or 415-945-1530.

**LIGHTING**

14. **Exterior Lighting Dark Sky Compliant** - All exterior lighting must be dark sky compliant and not create a glare or hazard on adjoining streets, properties or residential areas. Lighting must be designed and installed so that the filaments, light sources or lenses are shielded with opaque material in such a way that they will not be visible at property lines. Exterior lights shall have a color temperature of 3000-3500 Kelvin or lower (warm not cool). Any changes to proposed lighting must be approved by the Planning Department.

15. **Exterior Lighting – Dimmers and Timers** – The following exterior lights – shown on Sheet __________ and the following illuminated signs shown on sheets _______________, shall be connected to dimmers and timers. After installation, the applicant shall reduce the lighting levels up to the minimum required by code for public safety purposes if directed by staff. Timers shall be set to turn off exterior lights or illuminated signs at 11pm or at the close of business whichever is earlier. Motion-activated lighting, otherwise complying with these conditions of approval, may be utilized without time restrictions.

**INSPECTIONS AND VERIFICATIONS**

16. **Height Verification** – After installation of the first roof truss or initial roof framing, provide confirmation in writing to the Town from a licensed surveyor or engineer that the height of the structure is consistent with the approved building permit plans.

17. **Property Line and Setback Verification** - Upon issuance of a Building Permit, the property line and setback location(s) at areas of construction must be identified on site by a licensed land surveyor or registered civil engineer. The licensed land surveyor or registered civil engineer shall submit a written confirmation to the Building Department that the staking of the property lines has been properly completed.

18. **Final Planning Inspection** - Prior to a final Building Division inspection of this project, the applicants shall contact the Planning Department to schedule an inspection of the finished project to ensure compliance with all of the required conditions of approval per the resolution approving the project.

19. **Access for Inspections** - The applicant and subject property owner shall permit the Planning Department or its representative(s) or designee(s) to make inspections at any reasonable time deemed necessary to assure that the construction being performed under the authority of this approval is in accordance with the terms and conditions described herein.
20. **Permit Expiration** - This approval shall remain valid for a period of one year from the approval date, after which the approval shall lapse and become null and void. The issuance of a building permit shall constitute an extension of the approval which shall then remain valid during the same time period the building permit is active. If a building permit has not been issued before expiration of the approval, an extension may be requested as prescribed in Section 18.30.090 (Design Review), Section 18.028.080 (Variance) and Section 18.26.060 (Conditional Use Permit) of the Town Zoning Ordinance. Such requests must be made before expiration of the approval. If the building permit(s) expire before completion of the project, the Planning Director may at his/her discretion, permit an extension of the approval.

**INDEMNIFICATION AGREEMENT**

21. The applicant shall - Defend, indemnify, and hold harmless the Town of Corte Madera and its agents, officers, attorneys, or employees from any claim, action or proceeding (collectively referred to as “proceeding”) brought against the Town or its agents, officers, attorneys, or employees to attack, set aside, void, or annul this approval, which proceeding is brought within the applicable statute of limitations. The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the Town, if any, and the cost of suit, attorney’s fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the applicant, the Town, and/or the parties initiating or bringing such proceeding.

22. The applicant shall - Defend, indemnify, and hold harmless the Town, its agents, officers, attorneys, or employees for all costs incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending any document, if made necessary by said proceeding and if applicant desires to pursue securing such approvals, after initiation of such proceeding, which are conditioned on the approval of such documents.

23. The applicant shall - In the event that a proceeding is brought, the Town shall promptly notify the applicant of the existence of the proceeding and the Town will cooperate fully in the defense of such proceeding. In the event that the applicant is required to defend the Town in connection with any said proceeding, the Town shall retain the right to (1) approve the counsel to defend the Town, (2) approve all significant decisions concerning the matter in which the defense is conducted, and (3) approve any and all settlements, which approval shall not be unreasonably withheld. The Town shall also have the right not to participate in said defense, except that the Town agrees to cooperate with the applicant in the defense of said proceeding. If the Town chooses to have counsel of its own defend any proceeding where the applicant has already retained counsel to defend the Town in such matters, the fees and expenses of the counsel selected by the Town shall be paid by the Town. Notwithstanding the immediately preceding sentence, if the Town attorney’s office participates in the defense, all Town attorney fees and costs shall be paid by the applicant.

**APPEAL PERIOD**

24. No building permit shall be issued until the expiration of the appeal period. The appeal period extends ten calendar days from the date of decision. Unless a shorter statute of limitations period applies, the time within which judicial review must be sought is governed by California Code of Civil Procedure Section 1094.6.
STOP WORK ORDER - RED TAG ORDINANCE

22. Per Section 15.70.010 of the Municipal Code, whenever any construction or other work that is subject to any provision of the Code has been, or is being, done in any manner that is contrary to any of the provisions of the Code, any ordinance of the Town, or any condition of a permit, approval, or other entitlement granted by the Town, the Town Manager or his/her designee may order that all construction or work on the property be stopped immediately by notice in writing mailed to any person engaged in doing or causing such work to be done and the owner of the property, and by posting on the property where the violation has occurred, or is presently occurring, a notice to stop such construction or work. Such person shall forthwith stop such work until authorized by the Town to proceed.
Grading and Drainage

1. In accordance with section 15.20.030 of the Municipal Code, the applicant may be required to obtain a Grading and Drainage Permit from the Public Works Department prior to issuance of a Building Permit. The application for this permit shall include, but not be limited to, a site grading plan/drainage plan showing topographic information prepared by a licensed civil engineer or landscape architect. If a geotechnical report is required, the project geotechnical/soils engineer shall review and approve the grading/drainage plan for conformance to the report prepared for the project.

2. Grading within this area may be subject to the requirements of Section 15.20.220 “Supervised Grading” of the Municipal Code. A determination will be made by the Public Works Department at the time of the Grading and Drainage Permit.

3. No earthwork shall take place during the rainy season between October 15th and April 15th without special written authorization from the Director of Public Works. Unless specifically exempted, earthwork operations will require an Erosion and Sediment Control Permit from the Public Works Department per Municipal Code Section 15.20.285. The permit will require the installation and maintenance of appropriate erosion and sedimentation control measures for the proposed work. The applicant will be required to obtain the permit prior to the issuance of Building Permit.

4. Per Municipal Code Section 15.20.285, the applicant may be required to post a security (cash deposit) to guarantee the timely installation of erosion control measures whenever the contractor fails to perform the required erosion control work or to perform it in a timely manner. Applicability of the security, which is based on the square footage of earthwork, will be determined at the time of Erosion and Sediment Control Permit.

5. As of July 1, 2015 new projects must comply with NPDES Phase II permit storm water discharge requirements. Show how this project will comply with the new requirements and fill out required forms. This requirement will be prepared by an Engineer familiar with NPDES Phase II permit storm water discharge requirements. Prior to issuance of a building permit the applicant shall provide a copy of the Notice of Intent to obtain coverage under and to comply with the State Water Resources Control Board National Pollutant Discharge Elimination System (NPDES) General Construction Permit (General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities).

6. A hydrology study shall be prepared by a licensed civil engineer or landscape architect, documenting the impacts and mitigations of any increase in surface runoff rates due to the proposed development. This study shall be submitted to the Public Works Department for review and approval prior to obtaining a Building Permit.

7. Where possible, drainage facilities shall be installed to collect roof drainage and surface water runoff from driveways, walkways, and other paved surfaces. Drainage shall be conveyed and disposed in a manner that avoids concentrated flows and minimizes impacts to adjoining properties. Drainage collection systems shall be designed to Town standards and the flow shall be conveyed to a publicly maintained or natural storm drain system. Runoff shall not be diverted from one drainage area to another. The subsurface drainage system of the foundation or the retaining wall shall remain separate from the surface drainage system.

8. Construction activity resulting in a land disturbance of one acre or more, or less than one acre but part of a larger common plan of development, must obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit) from the California State Water Resources Control Board. This permit will require the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the...
Permits

9. Prior to issuance of a building permit, a construction management plan shall be submitted by the applicant for approval. The plan shall show in detail how the work will progress in order to mitigate access impacts. This shall include, but not be limited to, a detailed schedule of the work, the designation of stockpile areas for grading and construction materials, the size and type of trucks and equipment to be used for the work, and an indication of how construction deliveries and workers will park and access the site.

10. Prior to issuance of a Building Permit, the Public Works/Engineering Department will make a determination as to whether the proposed improvements will interfere with the free flow of any watercourse affected by the project. The construction of any improvement within a watercourse will require a Watercourse Alteration/Relocation Permit from the Public Works Department per Municipal Code Section 9.32.060.

Traffic

11. Prior to issuance of any permit, the applicant shall submit any applicable pedestrian or traffic detour plans, to the satisfaction of the Town Engineer, for any lane or sidewalk closures. The detour plan shall comply with the State of California Manual of Traffic Controls for Construction and Maintenance Work Zones, and with standard construction practices.

Work In Public Right-of-Way

12. Per Town Resolution No. 3314, a project over $10,000.00 is subject to the Street Impact Fee equal to 1% of the project valuation. Applicability of this fee will be determined at the time of Building Permit.

13. At the time of Building Permit, the Public Works/Engineering Department will inspect encroachments, vegetation, sidewalks, and drainage at the property for compliance with the Town Municipal Code. The applicant shall bring the property into compliance with the Municipal Code in accordance with Town standards and to the satisfaction of the Public Works Director/Town Engineer prior to final acceptance of the project.

14. Per Municipal Code Section 12.04.040, an Encroachment Permit from the Public Works Department will be required for any activities within, or use of, the public right-of-way such as placement of debris boxes, staging of equipment in the street, traffic control activities, or street closures, subject to the review and approval of the Public Works Department.

15. The applicant may be required to prepare and submit a Construction Management Plan to the Public Works/Engineering Department prior to the issuance of the Building Permit. The Plan shall provide a general overview of the construction process as it affects the public right-of-way and surrounding neighbors. At a minimum, the plan should outline the schedule of construction, the locations for staging of equipment and materials, and the truck routes that will be used for deliveries.

16. Prior to the issuance of the Building Permit, the applicant may be required to provide a Construction Parking Plan to Public Works. The Plan shall propose a system to minimize the effect of construction worker parking in the neighborhood, include an estimate of the number of workers and vehicles that will be present on the site during various phases of construction, and indicate where sufficient off-street parking will be provided.

Permits From Other Agencies

17. The applicant shall be responsible for determining if permits will be required from the Bay Conservation and Development Commission, Army Corps of Engineers, California Department of Fish and Game, or any other regulatory agency having jurisdiction over the project. If any of these permits are required, they must be obtained by the applicant before a Building Permit will be issued.
Sanitary Sewer

18. The existing sewer lateral serving the property shall be pressure tested or inspected by in-line video equipment from the building foundation to the main in accordance with Sanitary District No. 2 standards. Should the lateral fail this test, the applicant shall obtain a Sanitary Sewer Permit for the repair or replacement of the lateral in accordance with District standards prior to final acceptance of the project.

19. Prior to issuance of a building permit, the applicant shall submit a sanitary sewer drawing showing a plan and profile of the existing and proposed sewer mains and laterals. All work shall comply with Sanitary District No. 2 Standard Specifications and Drawings, latest edition, and any other special requirements, including additional sewer main replacement.

20. Sanitary District No. 2 requires that individual buildings have separate side sewers. Part B, Section 4-03(5) of the District’s Standards allows an exception for this requirement only on specific approval from the District, and Part B, Section 4-03(8) would require a six (6) inch side sewer from the property to the sewer main if more than one building sewer were to be connected.

21. The applicant may be required to obtain a Sanitary Sewer Permit to be issued by Sanitary District No. 2 for all work associated with the sanitary sewer mains or laterals serving this property, including the installation of a backflow preventer device. An application for this permit shall be made to the District prior to beginning any work on the sanitary sewer system.

Construction Operations

22. Prior to the issuance of a Building Permit, it may be required that a cash deposit up to a maximum amount of $10,000 be posted for bonding purposes to ensure repair of any damage to roadways, landscaping, and other public improvements in the Town right-of-way caused by the applicant's construction-related activities. The amount of the cash deposit shall be determined at the time of the Building Permit. Said cash deposit shall not be released until the project, including all landscaping, is completed and all required repairs have been made.

23. Prior to the issuance of Building Permit, a video or photographic inspection of the existing conditions of the roadways and other public improvements adjoining the project may be required of the applicant. The inspection results shall be submitted to the Public Works Department.

24. Any damage to the street caused by heavy equipment or because of project construction activities shall be repaired, at the applicant's expense, prior to issuance of the Certificate of Occupancy. All hazardous damage shall be repaired immediately. Any heavy equipment brought to the construction site shall be transported by truck.

25. Per Municipal Code Section 9.33.100, the applicant shall employ best management practices (BMPs) as appropriate from the California Stormwater Best Management Practice Handbook for Construction Activity, latest edition, or from the Erosion and Sedimentation Control Field Manual published by the California Regional Water Quality Control Board, to control and prevent the discharge of sediment, debris and other construction related wastes to the storm drainage system or waterways, including, but not limited to, general construction, concrete and mortar application, heavy equipment operation, road work and paving, and earth-moving activities.

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

Attachments:

1. Exhibit A: Statement of Findings, Facts Pursuant to the California Environmental Quality Act in
Support of Adoption of the Village at Corte Madera Expansion Project, Findings of Fact. This exhibit includes the Mitigation and Monitoring Program.

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Planning Commission of the Town of Corte Madera on 14th day of November 2017 by the following vote, to wit:

AYES: Chase, Metcalfe, Bundy, Freedman, Lee

NOES: 

ABSTAIN: 

ABSENT: 

RECUSED: 

Peter Chase, Planning Commission Chair

Adam Wolff, Planning Director
November 14, 2017 Planning Commission Staff Report (without attachments, attachments are available on the Town’s website under the Project page)
CORTE MADERA PLANNING COMMISSION
STAFF REPORT

REPORT DATE: NOVEMBER 7, 2017
MEETING DATE: NOVEMBER 14, 2017
TO: PLANNING COMMISSIONERS
FROM: PHIL BOYLE, SENIOR PLANNER
SUBJECT: CONSIDERATION AND POSSIBLE PLANNING COMMISSION RECOMMENDATION TO THE CORTE MADERA TOWN COUNCIL REGARDING CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT, AND APPROVAL OF A: 1) GENERAL PLAN AMENDMENT; 2) REZONING; 3) PRELIMINARY PLAN AMENDMENT; 4) PRECISE PLAN AMENDMENT; 5) DESIGN REVIEW; 6) CONDITIONAL USE PERMIT; AND 7) DEVELOPMENT AGREEMENT TO FACILITATE THE VILLAGE AT CORTE MADERA EXPANSION PROJECT, INCLUDING A NEW 46,000 SF RETAIL STORE AND CAFÉ FOR RESTORATION HARDWARE AND MODIFICATIONS TO THE TOWN’S GRAVEL PARKING LOT
SITE: VILLAGE AT CORTE MADERA SHOPPING CENTER, 1618 REDWOOD HIGHWAY, AND TOWN OF CORTE MADERA GRAVEL LOT (GRAVEL LOT), APN’S 024-032-030 AND 019
APPLICANT AND PROPERTY OWNER: CORTE MADERA VILLAGE LLC AND RESTORATION HARDWARE

PURPOSE:

The Corte Madera Planning Commission is conducting a public hearing as required by the Corte Madera Municipal Code (CMMC) and California Government Code to review information, receive public comment, and potentially make recommendations to the Town Council regarding certification of the Environmental Impact Report (EIR) and the following land use applications:

- A General Plan Amendment to the Land Use Diagram of the 2009 General Plan changing the Land Use designation of the Gravel Lot from Wetlands and Marshlands to Mixed-Use Region-Serving Commercial.
A Zoning Ordinance Amendment to the Corte Madera Zoning Map ("Rezoning") of the Gravel Lot from Parks, Open Space and Natural Habitat (POS) to Regional Shopping District (C-2).

A Preliminary Plan Amendment for an approximately 46,000 sq. ft. retail expansion at the Village shopping center and modifications of the Gravel Lot for parking purposes, including parking associated with commercial uses at the Village.

A Precise Plan Amendment, including Design Review, for construction of a new approximately 46,000 sq. ft. retail gallery and café for Restoration Hardware, modifications to the center's east entry plaza, and modifications to the Gravel Lot for the development of an improved parking lot with up to 455 spaces.

Conditional Use Permit for an approximately 5,800 sq. ft. cafe within the proposed Restoration Hardware store.

Development Agreement that requires Corte Madera Village LLC to improve and maintain the Gravel Lot and establishing rights and obligations to use the Gravel Lot as required parking for The Village.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission, after reviewing this staff report and attachments, the Environmental Impact Report, public comment, and after evaluating the entire record, either 1) adopt Resolution 17-022, recommending to the Town Council certification of the Environmental Impact Report and the entitlements listed above or 2) if additional information and deliberation is needed, continue the public hearing to a date certain (Attachment 1 – Resolution 17-022)

BACKGROUND:

Summary of the Major Entitlements Previously Granted to The Village at Corte Madera:

May 30, 1979 Initial Application for Preliminary Plan for The Village Shopping Center Project ("The Village Project") submitted to the Town (File #79-16).

June 1979 to January 1984 The Planning Commission and Town Council held numerous workshops and public meetings on the original Preliminary Plan and subsequent amendments as well as the Draft EIR and Final EIR.


November 1995 Town Council approved a Negative Declaration and Conditional Use Permit to allow public parking on the Gravel Lot.

December 1995 – February 1996 Agreement between the Town and the property owners of the shopping center to: 1) Purchase the gravel lot to be used for public parking and environmental protection; 2) Approval of assessment districts and the issuance of bonds for the acquisition; improvement and maintenance of the "Habitat Site" (now referred to as the Gravel Lot); and 3) Require the owners of The Village to make the payments on the bonds issued for the lot acquisition (Attachment 2)

May 11, 2004 Cheesecake Factory Expansion -- Planning Commission approved a Design Review,
Conditional Use Permit and Lot Line Adjustment to add 8,537 square feet.

March 8, 2005
Upgrades to landscaping, paving, exterior paint, lighting and tower upgrades on The Village property.

April 21, 2009
Town Council approved the 2009 General Plan which included expansion of the Village by 185,000 sq. ft. of retail area.

January 17, 2012
The Town Council approved Preliminary Plan amendments allowing for an additional 17,431 sq. ft. for the Nordstrom renovation project and 20,000 sq. ft. for expansion at Macy’s. A Precise Plan Amendment was approved for the Nordstrom project and the approval for expansion at Macy's has expired.

**Chronological listing of events pertaining to this project application:**

**June 19, 2015**
Corte Madera Village, LLC and Restoration Hardware (Applicants) submitted an application for The Village at Corte Madera Expansion Project (Project) which included the proposed construction of a ±52,000 sq. ft. two-story Restoration Hardware Retail store with an open roof top courtyard and improve the Gravel Lot to the north east of The Village.

**October 6, 2015**
At the Town Council meeting, Council approved a contract with the Environmental Consulting Firm of GHD (GHD) to prepare Phase 1 of the Environmental Impact Report for The Project.

**October 20, 2015**
At the Town Council meeting, Council approved Resolution 41/2015 authorizing the Town Manager to proceed with discussions and/or real estate negotiations with Macerich (property owner) regarding potential sale, lease or other disposition of the Town's Lot located on Redwood Highway north east of the Village at Corte Madera eastern parking lot (APN-024-03-019) and approval of Resolution No. 42/2015 approval of an access agreement to allow Corte Madera Village, LLC access for inspection and testing of the Town's Lot (APN-024-03-019).

**February 2, 2016**
At the Town Council meeting, Council approved a contract with GHD to prepare Phase 2 of the EIR. Further, Council discussed the disposition of the Town’s Lot, took comments from the community, and directed the Town Manager to continue negotiations regarding the Gravel Lot for a lease or other disposition, but expressed no interest in selling the land.

**On October 25, 2016**
The Town of Corte Madera sent a Notice of Preparation (NOP) of an EIR to Responsible Agencies, Trustee Agencies, the Office of Planning and Research, and neighboring property owners. A copy of the NOP was posted on the Town’s website and a Newsflash was also displayed.

**October 25, 2016 to November 30, 2016**
A 37-day EIR scoping period was held. The NOP solicited guidance from public agencies and the public in general as to the scope and content of the environmental information to be included in the EIR.

**November 17, 2016**
A public scoping meeting was legally notice and held on November 17, 2016 at the Town Hall Council Chambers, 300 Tamalpais Drive, Corte Madera. Five people signed into the meeting, several of whom spoke on the Project. Nineteen comment letters
were received during the scoping period. These letters, as well as two additional letters received outside the scoping period, are included in Appendix A of the Draft EIR.

December 20, 2016

Based on comments received from the community, the applicants revised and resubmitted the Project applications. The primary changes included a reduction in the size of the proposed building by approximately 6,000 square feet, a reduction in the building height by 6 feet, the addition of a café, and changes in the design elements of the RH Gallery store intended to complement the surrounding views.

March 21, 2017

At the Council meeting, the Council endorsed the proposed term sheet for a non-exclusive easement and development agreement to allow for Corte Madera Village, LLC to improve the Town’s Lot and utilize resulting parking spaces for required parking for the Village at Corte Madera, including a potential Restoration Hardware expansion project and provided direction and authorization to Town staff to draft the non-exclusive easement and development agreement consistent with the term sheet, all subject to environmental review and public hearings prior to any approval of the Project or any entitlements including the development agreement.

July 12, 2017

Notice of Completion (NOC) for The Draft EIR was filed with the State Clearinghouse.

July 12, 2017 to August 25, 2017

Public Review Period of the Draft EIR was noticed and the Town received comments from governmental agencies, various interest groups and the general public.

August 8, 2017

Planning Commission held a duly-noticed public hearing to receive comments of the DEIR (These minutes are available on the Town’s website – at Village at Corte Madera Expansion Project web page: http://www.townofcortemadera.org/563/Village-Expansion-Project-Restoration-Ha

October 16, 2017 to November 15, 2017

Story poles erected and display boards on display. See Attachment 3 – Story Pole Plan and Description

November 1, 2017

Public Hearing notices were sent and posted announcing the availability of the Final Environmental Impact Report (FEIR) and the November 14th Planning Commission Meeting. Copies of the FEIR were also sent to the public agencies that commented on the Draft EIR in accordance with CEQA Guidelines Section 15088. The public was notified of the availability of the FEIR and the November 14th Planning Commission meeting via: the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, hard copy mailings sent to all properties within 300’ of the project, and a posting on NextDoor.com. In the Public Outreach section of this report below is a description of the methods staff and the applicant used to keep the public up to date on the status of the Project.

November 3, 2017

Additional notice of the November 14 public hearing, availability of the FEIR, and extension of story pole viewing period was posted as a News Flash item on the Town’s website.

November 4, 2017

A notice announcing the November 14, 2017 public hearing was posted in the Marin Independent Journal

November 14, 2017

Planning Commission holds a public hearing on the applications.
EXISTING CONDITIONS

Project Site

The proposed Project is located within, and adjacent to, the Village at Corte Madera regional shopping center. The Village is bound by Redwood Highway to the north, east, and south, and Highway 101 to the west. The Project would be constructed within The Village, owned by Corte Madera Village, LLC, a subsidiary of Macerich, and at the Gravel Lot located to the north of the Village across Redwood Highway, and owned by the Town of Corte Madera.

The project site encompasses 4 parcels which are described below:

<table>
<thead>
<tr>
<th>Parcel Name</th>
<th>Owner</th>
<th>Size</th>
<th>APN</th>
<th>Current Use</th>
<th>Proposed Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Macy's</td>
<td>Macy's Primary Real Estate Inc.</td>
<td>7.5 acre</td>
<td>024-032-22</td>
<td>Retail</td>
<td>No change</td>
</tr>
<tr>
<td>Village Stores (Macerich)</td>
<td>Corte Madera LLC</td>
<td>16.5 acres</td>
<td>024-032-30</td>
<td>Retail</td>
<td>Additional retail store</td>
</tr>
<tr>
<td>Nordstrom</td>
<td>Nordstorm Inc.</td>
<td>8.0 acres</td>
<td>024-032-29</td>
<td>Retail</td>
<td>No change</td>
</tr>
<tr>
<td>Gravel Lot</td>
<td>Town of Corte Madera</td>
<td>5.1 acres</td>
<td>024-032-19</td>
<td>Parking &amp; Community Events</td>
<td>Delineated and paved parking spaces</td>
</tr>
</tbody>
</table>

Nearby land uses and features include U.S. 101, Town Center Corte Madera, and commercial and office uses to the west; Redwood Highway and marshlands to the north and east; and commercial and office uses to the south. The San Francisco Bay Trail runs along Redwood Highway to the east of the Project site and at the frontage of the Gravel Lot.

The Village

The Village is an open-air shopping center with 475,217 square feet of building area as of April 2017. Approximately 2,000 square feet of space devoted to shopping center management offices and 473,217 square feet devoted to retail and restaurant uses, including restaurants and coffee shops. The existing retail establishments include Restoration Hardware, Nordstrom, Macy’s, Williams-Sonoma, Apple Store, Cheesecake Factory and other retail and restaurant uses. The existing Restoration Hardware Store currently occupies approximately 8,815 square feet within The Village. There are 1,781 parking spaces in the existing lots within The Village.

The Gravel Lot

The 5.14-acre parcel, commonly known as “the gravel lot” (Gravel Lot), is located across Redwood Highway to the north of the Nordstrom building and the Village main parking lot. In 1996 the Town obtained title of the Gravel Lot from General Electric through an agreement with the Village property owners that enabled the Town to purchase the site without expending any Town funds. At the time, the site had been filled and a significant portion (approximately 3.8 acres) had been used for parking for The Village shopping center and other public uses. As part of the agreement between the Town and the owners of The Village, the site is required to continue to be used for parking purposes.
Since at least 1996, the Gravel Lot has been used for overflow parking for customers of The Village, staging for nearby construction projects, and periodic community events such as Avon Walk for Breast Cancer, Ragnar Relay, Circus Vargas, and Marin General Hospital Gala. During the holiday season (generally from late November through December) the Gravel Lot is marked with travel lanes and is often fully occupied, accommodating approximately 445 vehicles. Currently, the Gravel Lot is improved with 10 handicapped parking spaces, with the remainder of the lot providing informal, un striped parking. The Town is responsible for maintenance and liability associated with the Gravel Lot.

The Bay Trail and landscaping are located along the Redwood Highway frontage. Multiple drain inlets spaced throughout the Gravel Lot connect to a piped storm drain system that discharges to the waters immediately surrounding the site via two outfalls, one on the west side and one on the east side of the parcel. During November and December three generator lights are used to provide safety lighting for holiday shoppers. The generators are turned on from sunset to 10:00 or 11:00 pm, depending on store closing times. One of the three generator lights is owned by The Village and parked on the Gravel Lot year-round, but is typically used only in November and December. A pedestrian crosswalk across Redwood Highway connects the Gravel Lot with The Village parking lot. The Gravel Lot is located on fill and is raised several feet above Shorebird Marsh which surrounds the site on its north, west, and east. Shorebird Marsh provides habitat for birds and other animals that rely on the native marshlands in the area.

PROJECT DESCRIPTION

Project Objectives

The Applicants have identified the following project objectives in their project application:

- Expand The Village by approximately 46,000 square feet, consistent with the Town of Corte of Madera 2009 General Plan, with a commercial space inclusive of a cafe and roof-top scenery loft.
- Improve the Gravel Lot across Redwood Highway by paving, landscaping, and lighting the area using low-impact development elements to promote a more convenient and safe use that is consistent with the existing uses of the Gravel Lot.
- Build a retail space large enough to operate as a design gallery, rather than a regular retail store.
- Promote the community's economic development and enhance the Town's tax base by supporting the continued evolution and relevance of The Village to provide a first-class shopping and dining experience.
- Allow the Town to retain ownership of the Gravel Lot, while eliminating costs associated with liability, maintenance, security, and potential required future modifications.

Requested Entitlements

The Village at Corte Madera Expansion Project application requests six entitlements for review and approval to facilitate the proposed project. The CMMC requires that each entitlement be reviewed by the Planning Commission at a noticed public hearing. All of the entitlements, with the exception of the Conditional Use Permit, require Town Council approval for the project to proceed pursuant to the CMMC. Consistent with the Planning Commission’s practice, it will forward a recommendation regarding all of the entitlements to the Town Council for its review and consideration. Below is a summary of each of the requested entitlements.

*General Plan Amendment (GPA):*

The application for the GPA is to change the Gravel Lot parcel (APN 024-032-19) from the land use designation noted on the Land Use Diagram of the Town's General Plan (Figure 2.4) of Wetlands and Marshlands to Mixed Use Region-Serving Commercial to bring the lot into conformance with its existing and proposed use.
The Wetlands and Marshlands Designation permits uses that relate to and enhance wetland habitat. A variety of properties may be included in this designation including, but not limited to, tidal and seasonal wetlands, miscellaneous open water areas, streams, sloughs, filled areas and developed or undeveloped uplands. Restoration areas are included for their potential for conversion into more ecologically valuable habitat.

The Mixed Use Region-Serving Commercial designation was introduced in the 2009 General Plan and is designated for The Village regional shopping center only. It is intended for retail uses capable of attracting patrons from a wide geographic area. This designation affords opportunity for mixed uses, including outdoor plazas and seating areas, and space devoted to office, public services, residences, community meeting facilities, and parking facilities. However, pursuant to the proposed Development Agreement (see below), uses at the Gravel Lot would be restricted to parking and a limited number of community-focused events.

The applicant requests the General Plan Amendment to formalize the existing functional relationship between the commercial uses at the Village and the use of the Gravel Lot for parking purposes.

Though the Gravel Lot has been used as a parking lot for many decades (and in accordance with the December 1995 agreement between the Town and Village property owners (Attachment 2), can only be used for parking purposes) and also used by The Village and the Town for parking and approved events, the current General Plan designation (Wetlands and Marshlands) does not permit public parking for commercial purposes or community events. Since the project application proposes to construct a formal paved, striped, illuminated and landscaped parking lot and use the lot for required parking related to the commercial uses at the Village, Staff required that a General Plan Amendment application be filed to change the land use designation at this time.

**Zoning Ordinance Amendment:**

Similar to the GPA, the Zoning Ordinance Amendment proposes to bring the existing use and proposed continued parking use of the Gravel Lot parcel into conformance with the Zoning Ordinance by changing the underlying zoning district from the Parks, Open Space and Natural Habitat Zoning District (POS) to Regional Shopping District (C-2).

The POS District applies to all public facilities and public service installations used primarily for open space; for publicly or privately owned areas used for the preservation or restoration of a natural habitat or for public parks, playgrounds and other types of public recreation facilities.

The C-2 District 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. Local-serving commercial uses, region-serving commercial uses and some office and personal services are permitted. Parking lots which meet the requirements of the parking section of the CMMC are permitted in the C-2 District. The Village and Town Center are the only properties in Corte Madera that are zoned C-2. This rezoning will make the Gravel Lot’s zoning designation consistent with the rest of The Village. However, pursuant to the proposed Development Agreement (see below), uses on the Gravel Lot would be restricted to parking and a limited number of community-type events.

The Village Shopping Center and the Gravel Lot parcels are also within the Baylands Risk Zone and Natural Habitat Overlay Zoning District (BRNH). The BRNH zone is intended to apply to lands which have a potential for substantial additional development, have less than ten percent slope, and are underlain by bay mud. This application does not propose to change the overlay on the Gravel Lot parcel.

**Preliminary and Precise Plan Amendments:**
Because the project site is within one of Corte Madera's special purpose overlay districts - (BRNH) Overlay District – and because of the project’s size, approval of Preliminary and Precise Plan Amendments are required to ensure that development occurs in a manner that is consistent with the purposes of the overlay district and related policies and programs of the General Plan. The Preliminary Plan is intended to provide more general information about land proposed for development, such as a conceptual site plan, proposed densities, and a description of proposed uses. The Precise Plan Amendment application includes all information required for design review approval and therefore review of the Precise Plan also constitutes review of the design review application. In addition, the Precise Plan must be in substantial conformance with the Preliminary plan.

As noted above, the Village shopping center was originally constructed with approval of Preliminary and Precise Plans. Those approvals and plans, and subsequent amendments, continue to allow for the permitted uses and overall design of the Village. The last major Preliminary and Precise Plan Amendments for the Village was for the Nordstrom/Macy's expansion project in 2012 (precise plan amendments have subsequently been approved for common area modifications and tenant improvements).

The current application seeks to amend the Preliminary and Precise Plans to account for additional floor area required for the new RH Gallery Store, its design and proposed location, modifications to the existing Village parking lot, modifications to the east entry plaza and incorporation of the modifications to the Gravel Lot into the Preliminary and Precise Plans.

As required by the Corte Madera Zoning Ordinance, several findings are required to be made in order to approve amendments to Preliminary and Precise Plans. In addition, findings are required to be made in order to approve projects located within the BRNH zoning district. The findings can be found in Draft Resolution 17-022 (Attachment 1).

**Design Review**

The Design Review entitlement is combined with the Precise Plan Amendment pursuant to Section 18.18.045 of the CMMC. The elements of this application that are applicable to the design review guidelines and findings are the new RH Gallery Building, associated improvements to the existing parking lot, modifications to the east entry plaza, and the new improvements to the Gravel Lot, including lighting and landscaping. The specific Design Review findings that need to be made in order to approve the Design Review application are located in the Draft Resolution 17-022 (Attachment 1).

**Conditional Use Permit:**

This application includes a request for a Conditional Use Permit for a café on the first level of the RH Gallery Building. Restaurants and cafés, without drive-up windows are conditional permitted in the C-2 District. The 5,800 square foot café would include food a preparation area, furniture displays, and café seating for approximately 150 patrons. The café will have a limited menu and will operate approximately the same hours as the RH Gallery. The specific Conditional Use permit findings that need to be made in order to approve a Conditional Use permit are located in the Draft Resolution 17-022 (Attachment 1).

**Development Agreement**

The development agreement is a contractual agreement that sets forth the rights and obligations of Macerich, the owner of the Village of Corte Madera shopping center, to utilize Town property for required parking for the proposed Project.

In the Fall of 2015, Macerich made verbal and written requests to purchase the Town owned land referred to as the Gravel Lot which is located on Redwood Highway, adjacent to The Village. At the Town Council meeting on October 20, 2015, the Town Council authorized the Town Manager to enter into negotiations for
the potential sale of the Gravel Lot to Macerich (Attachment 4 Resolution 41/2015).

1. On February 2, 2016, Town Council discussed the potential use of the Gravel Lot for parking for the Project. The staff report presented at that meeting provided the background as to how the Town obtained title to the Gravel Lot (Attachment 2). Briefly, in December of 1995 the Town entered into an agreement with the owners of the Village Shopping Center parcels which provided that the Town would acquire the Gravel Lot site. As part of this agreement, an assessment district, comprised of the owners of The Village parcels, would be established to pay the $1,300,000 purchase price of the Gravel Lot and to pay an additional $900,000 for the financing and the improvements. Under a separate assessment district, The Village owners would also pay $10,000 per year for maintenance of the Gravel Lot. Since 1996, The Village owners paid the purchase price of the Gravel Lot and paid for the improvements and, continue to make annual payments for maintenance. Prior to the close of escrow for the purchase/sale of the Gravel Lot to the Town, in December 1995, the parties entered into an extension agreement for the purchase/sale of the property that requires the Town to allow shopping center parking on the Gravel Lot and the parking use cannot be modified or terminated without the consent of the property owners at The Village.

Based on the information provided to Town Council at the February 2, 2016 meeting and comments from the community, Town Council directed the Town Manager to continue negotiations with Macerich regarding the Gravel Lot, but indicated that the Town was not interested in selling the parcel at that time.

1. In response to Council’s direction and negotiations with Macerich, the Town and Macerich drafted a Term Sheet that was discussed at the March 21, 2017 Town Council meeting (Attachment 5 - TC Staff Report March 21, 2017). Pursuant to the terms endorsed by Town Council at that meeting, the Town and Macerich would enter into a development agreement that would grant Macerich the right to continue to use the Gravel Lot for the shopping center parking and count the parking spaces as meeting the required parking requirements in exchange for Macerich improving and maintaining the Gravel Lot at their expense and pay the Town $320,000 annually.

The key terms of the Development Agreement are set forth on the Term sheet endorsed by the Town Council at its meeting on March 21, 2017. In summary, the development agreement provides the following: Town retains ownership of the Gravel Lot; allocates required parking spaces for the Project; requires the parties to enter into a non-exclusive parking easement; economic compensation paid annually to the Town; requires physical improvements on the Gravel Lot over and above what might be required under the Town’s land use rules or CEQA; and, shifts the Town’s liability for the Gravel Lot to Macerich, at their expense.

The term of the DA would be for up to 99 years, so long as The Village still needs the required parking spaces. If parking requirements change over time or The Village reduces the square footage of the shopping center that results in reduced parking requirements, the DA could be modified or terminated by Macerich before the term expires. The use of the Gravel Lot would still remain as parking for all of shopping center owners (Macy’s, Nordstrom, and The Village) in accordance with the 1996 purchase/sale agreement and assessment district documents.

The Draft Development Agreement and Non-Exclusive Parking Easement between the Town and Macerich in substantially final form is attached as Attachment 6.

On July 18, 2017, the Town Council adopted Resolution 24/2017 establishing the procedures to process a development agreement (Attachment 5) pursuant to California Government Code. In accordance with this Council policy, the Planning Commission is required to review the development agreement for land use issues and make their recommendations to Town Council. The Town Council has the authority to review the development agreement for all purposes, including land use, financial, and other business terms and is the final decision maker as to the entire agreement. California law requires that a development agreement be adopted by ordinance and recorded with the County.
Resolution 24/2017 further sets forth the Findings that must be made by Council to approve a development agreement. The Planning Commission should focus on the land use issues (#1, #2, and #4) and provide a recommendation to the Council that addresses all of the following:

**Findings**

1. The development agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan, and any preliminary or specific plan;
2. Is compatible with the uses authorized in, and the regulations prescribed for the Land use district in which the real property is located;
3. Will not be detrimental to the health, safety, and general welfare of the community;
4. Will not adversely affect the orderly development of property;
5. Is advantageous to and/or benefits the Town.
# Proposed Project

## PROJECT SUMMARY TABLE

<table>
<thead>
<tr>
<th>CONDITION</th>
<th>ORDINANCE REQUIREMENT</th>
<th>EXISTING CONDITION</th>
<th>APPLICANT'S PROPOSAL</th>
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<td><strong>General Plan</strong></td>
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<tr>
<td>Shopping Center</td>
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<td>Mixed-Use Region-Serving</td>
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<td>Gravel Lot</td>
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<td>Commercial</td>
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<td>Wetlands and Marshlands</td>
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<td>POS</td>
<td>C-2</td>
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<td><strong>Preliminary and Precise Plans</strong></td>
<td></td>
<td>Last Significant Modification</td>
<td>New building, parking lot modifications and east entry plaza</td>
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<td>Shopping Center</td>
<td></td>
<td>– Nordstrom/Macy’s Ap.</td>
<td></td>
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<td></td>
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<tr>
<td><strong>Front Setback</strong></td>
<td>60 ft. for C-2 District</td>
<td>±450 ft. (to eastern property line)</td>
<td>±260 ft. (to eastern property line</td>
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<td><strong>Rear Setback</strong></td>
<td>60 ft. for C-2 District</td>
<td>80 ft. to western property line</td>
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<td><strong>North Side Setback</strong></td>
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<td><strong>Floor Area Ratio</strong></td>
<td>0.47-per the General Plan and 2012 Preliminary Plan</td>
<td>0.341</td>
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<tr>
<td><strong>Building Height</strong></td>
<td>46 ft. - per the 2012 Preliminary Plan (C-2 Zoning allows 35 ft.)</td>
<td>Nordstrom – 46 feet at top of HVAC screen</td>
<td>46 ft. at top of scenery loft</td>
</tr>
<tr>
<td><strong>Gravel Lot % Covered by Landscaping</strong></td>
<td>10% (in C-2)</td>
<td>NA (in POS)</td>
<td>16%</td>
</tr>
</tbody>
</table>


VILLAGE AT CORTE MADERA BUILDING AREA SUMMARY

<table>
<thead>
<tr>
<th>Description of Proposed Restoration Hardware Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Applicants propose to build a stand-alone Restoration Hardware building of approximately 46,000 square feet to be located on the east side of The Village in an area of existing parking. The building would consist of two levels plus an open-air roof-top landscaped courtyard surrounding an enclosed scenery loft. The building footprint would be approximately 25,000 square feet at ground level. The ground level would include approximately 5,800 square feet of cafe space that would seat up to 150 patrons. The second floor would be approximately 17,000 square feet. The roof-top level would be approximately 4,000 square feet, of which the scenery loft, enclosed by glass and steel, would comprise approximately 3,100 square feet. The massing of the building is &quot;stepped&quot; in that the building steps back from the east and west as the building rises in height. An elevator and staircase would serve all three levels. The RH store is intended to be similar, with respect to purpose and presentation, to other Gallery stores that have recently been built in places like West Hollywood, Cherry Creek, CO, Scottsdale, AZ, Chicago and Atlanta.</td>
</tr>
<tr>
<td>The top of the elevator tower and roof ridge of the scenery loft would be 46 feet from finished grade. The courtyard outside the scenery loft would be planted with vegetation and trees, and have an exterior parapet wall. The top of the parapet of the second floor would be 33 feet and 9 inches from finished grade. For comparison, the highest peak of the roof of the adjacent Village building is 34 feet above finished grade and the highest part (HVAC screening) at Nordstrom building is 46 feet above finished grade. A model has been prepared by Restoration Hardware (and currently viewable in their store at the Village) that shows the relative height and scale of the proposed building compared to surrounding structures at the Village. The model will also be available at the public hearing.</td>
</tr>
<tr>
<td>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 palette 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 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. Images of the materials proposed are on Sheets A15 and A16 and the actual materials board will be available at the public hearing for review.</td>
</tr>
<tr>
<td>Because the site is within the 100-year flood plain as defined by FEMA, flood-proofing elements following FEMA standards would be incorporated into the building. The base of the building would have upturned concrete walls poured in conjunction with the concrete foundation. The upturned walls would extend to an elevation equal to or greater than the FEMA base flood elevation of one foot above existing grade, as required by the Town's Municipal Code (CMC Chapter 16.10). The cement plaster finish proposed for the building's exterior would be applied to this concrete wall, matching the color and texture of the framed walls above. As a result, the wall's &quot;waterproofing assembly&quot; would not be readily apparent. The protection method for the doors and windows at the ground level would utilize an aluminum barrier system. Jamb-mounted C channels would be integrated into the building</td>
</tr>
</tbody>
</table>

12
permanently allowing aluminum panels, and any secondary support bollards for wider openings, to be installed prior to a potential flood. (Plan Sheet A21)

Because of the underlying bay mud, and depth to bedrock which varies from 75 to 95 feet, the building would require a deep foundation system, floating foundation, or other specialized design determined to be appropriate for the site conditions. During final design the Applicants would coordinate with the Town to design a foundation acceptable to the Town Engineer.

After the new building is occupied, Restoration Hardware would vacate the space it currently occupies at The Village.

**Description of Proposed Village Parking Lot Modifications**

Changes would be made to portions of the existing parking lot at The Village. Modifications include reconfiguration and restriping of 36 existing narrow compact parking spaces with uniform 8.5-foot spaces and installation of associated curb islands and small landscaped areas. Two of the four cut-through aisles located midway down the two main entries off Redwood Highway would be removed and replaced with new parking spaces. Construction of the new building and the parking lot modifications would result in a net decrease of 166 parking spaces in the existing parking lot at the village. See discussion regarding parking below.

Drought tolerant landscape modifications would be installed, including approximately 21 24-inch box trees. Required bicycle parking would be provided near the new building within the landscape islands.

**Description of Proposed Gravel Lot Modifications**

As part of the Project, the Corte Madera Village LLC would enter into a development agreement with the Town of Corte Madera whereby the Town and the Applicants would establish the rights and obligations for use of the Gravel Lot for parking for The Village including modifications and maintenance (see above). The Town would record a nonexclusive public parking easement on the parcel meaning that members of the public are allowed to park in the Gravel Lot. Limited community events, as describe in the Development Agreement, and discussed below, would continue to be allowed.

The Gravel Lot would be paved and striped to provide up to 455 parking spaces. Current plans submitted by the Applicants as part of their application show 452 parking spaces, including 407 standard spaces (8.5' X 20') and 45 compact spaces (8.5' X 18'), as defined by the original precise plan for the Village.

Drought tolerant landscaping, including approximately 56 trees 26-inch box trees, would be installed in planters. Approximately 34 lighting poles, 20 feet tall, would be installed. The lighting would be energy-efficient and shielded, conforming to "dark sky" requirements (Attachment 7).

All storm water would be captured on site and treated, prior to discharge to the existing storm drain system in accordance with the Town's new stormwater regulations and State requirements. Approximately 3,400 square feet of bio-retention rain gardens and 2,300 square feet of flow-through planter would be installed to collect and treat storm water runoff. The bio-retention features would tie in to the existing storm drain system beneath Redwood Highway and adjacent to the Gravel Lot. After leaving the bio-retention features and entering the existing storm drain, storm water would drain to adjacent waters through the existing outfall structures, with no changes to the outfall configuration.
Optional Fence

In response to comments received during the Draft EIR process, the Applicants have considered an optional chain link fence that would be located between the Gravel Lot and Shorebird Marsh in response to comments on the DEIR. If installed, the fence would be four feet tall, vinyl-coated either black or green, and include two access gates for use by the Town for maintenance or emergencies. The fence would be constructed three feet back from the new curb, allowing for two feet of vehicle overhang. The majority of the fence would be constructed within the existing footprint of the Gravel Lot, as the Gravel Lot modifications have a slightly smaller footprint than the existing disturbed area. The exception is on the east side of the Gravel Lot where the distance between the curb and the limits of the existing gravel surface decreases to two feet in some areas. On the east side, therefore, the fence would be installed one foot beyond the existing gravel. Although some vegetation could be disturbed during installation of the fence, no clearing of vegetation would occur. Sheet C6 in Attachment 14 shows the location of the optional fence.

Bay Trail

The Bay Trail runs between Redwood Highway and the Gravel Lot for approximately 580 feet. In two locations the Bay Trail crosses the existing entrances to the Gravel Lot. Although no changes are proposed to the main Bay Trail, the entrances to the Gravel Lot would be reconstructed. Therefore users of the Bay Trail, where it crosses the entrances, would need to be re-routed for a limited time during construction. Comments from a representative of the Bay Trail during the Draft EIR process expressed a desire to see the Bay Trail permanently re-routed around the outward edge of the Gravel Lot to avoid crossing the parking lot driveways.

Description of Proposed East Entry Plaza Modifications

Modifications would be made at the existing east entry plaza Sheet L3, located northeast of the existing Gap store. Existing landscape and hardscape would be removed and replaced with new paving and other hardscape, drought tolerant landscaping and trees, lighting, and amenities that could include a water fountain, and street furniture to transition between the exterior common areas of the shopping center and the new building. The plaza comprises approximately 8,000 square feet.

Construction Process and Schedule

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, the Gravel Lot, East Entry Plaza, and modifications to the existing parking lot. A lengthier schedule would include 4 months of the 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 construction range from 11.5 months to 22 months.

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.
Both applicants will work closely with the Town's Departments of Public Works, Central Marin Police and Corte Madera Fire to minimize traffic delays and keep areas clear for emergency access.

**Parking**

Assessing the existing and required number of parking spaces at the Village at Corte Madera and the Gravel Lot is complex and has evolved over the years. The shopping center was originally approved in the 1980s with 1,628 spaces, at ratios of one space per 275 sq. ft. for retail uses and 1 space per 250 sf for office uses. When the original project was approved, parking was based on "net leasable space" rather than gross floor area, as is the practice today. In 1995 the parking standard was changed and is currently 1 parking space per 250 square feet of gross floor area for shopping center over 20,000 sq. ft.

The applicant's team provided a memo on April 7, 2017 with a breakdown of total building area at the Village as of August 2015 and number of parking spaces as of June 2016. (Attachment 8 - April 7, 2017 Parking Memorandum from Macerich) on The Village site. The memo also summaries the history of parking requirements as well as a discussion and documentation of established building areas and parking requirements from 1984 and the 2012 Preliminary Plan Amendment.

The most up to date parking count, 1,781 spaces (June 2016), was established uses holiday parking counts from 2015 compared with site plans and onsite observations and includes minor modifications for ADA upgrades.

An assessment of project impact on parking is not required under CEQA. However, since one of the project's elements is the development of the parking lot, parking is an important part of the Town's analysis of the application. In addition to the parking spaces available at The Village, the applicant's project description and the project description in the EIR proposes that the Gravel Lot will be improved with up to 455 spaces. In assessing the pedestrian and bicycle impacts of the Gravel Lot modifications the DEIR identified that the Gravel Lot modifications would represent a potential hazard for pedestrians and would be a significant impact. To mitigate this impact the DEIR Mitigation Measure TR=3d requires that the Gravel Lot be redesigned to improve pedestrian and vehicular safety. While the DEIR studied a project including up to 455 parking spaces, the redesigned lot, which is part of the current plan set, results in a total number of 452 parking spaces.

Changes to the existing Village parking lot will result from the construction of the RH Gallery and reconfiguration of parking spaces and drive aisles. Construction of the RH Gallery building will displace 166 spaces (195 lost for the building footprint and 36 gained with the closing and infill of drive aisles on the Nordstrom and Macy's parcels). The existing lot will restriped to replace narrow compact spaces with 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.

The parking required by the Municipal Code for the proposed ±46,000 square foot retail space is ±184 spaces. The Village has 1781 spaces (as counted in June 2016). The Gravel Lot is proposed to be paved and striped to create 452 spaces, resulting in a parking lot that will be safer for users, a more efficient use of space and more environmentally sustainable. The parking analysis conducted by the applicant's team and the town is summarized in the table below.

The analysis concludes that after construction of the project, both sites combined will have an excess of 136 spaces compared to the require number of spaces per the historic development of the Village and the current CMMC parking requirements; the table below summaries the parking analysis.
| Current Number of Parking Spaces in Village Shopping Center (Includes all three lots - Macerich, Macy's and Nordstrom) | 1,781(1) |
| Numbers of Spaces Created by Gravel Lot Modifications | +452 (2) |
| Number of Spaces Removed by RH Gallery Building | -195(2) |
| Number of Spaces Removed by Parking Lot Modifications Around RH Building - Narrow Size Compact Spaces Converted to Larger Uniform Sized Spaces. | -7 |
| Number of Spaces Gained by Infill of Drive Aisles on Macy's and Nordstrom Parcels | 36 |
| Proposed Total Number of Parking Spaces in Village Shopping Center and Improved Gravel Lot | 2,067 |
| Number of Parking Spaces Required for Existing Center (See parking Letter dated 4/7/17 re-parking/SF historical analysis @ Center) | 1,747 |
| Number of Parking Spaces Required for ±46,000 sq. ft. RH Gallery Building (1 space/250 sq. ft. of gross floor area). | 184(3) |
| Required Number of Parking Spaces for Proposed VCM Expansion Project | 1,931 (1,747 + 184) |

| Number of Spaces Proposed Compared to Number of Spaces Required | 2,067 Spaces Proposed |
| | 1,931 Spaces Required |
| | 136 Spaces over CMMC Requirement |

Sources
(1) Parking spaces counted by Macerich, June 2016
(2) Applicant’s Project Description, March 20, 2017
(3) CMMC- 18.20.030

The applicant’s full project description and project plans are provided in Attachments 9 and 14.

ENVIRONMENTAL ASSESSMENT

To satisfy the requirements of the CEQA, the Town prepared a Draft Environmental Impact Report (DEIR) for the Project. This document along with the appendices is available on the Town Website at http://www.townofcortemadera.org/563/Village-Expansion-Project-Restoration-Ha. The DEIR is an informational document to be considered by each applicable public agency prior consideration of the Project. The purpose of the DEIR is to provide public agencies and the public with detailed information about the effects which the proposed Project may have on the environment; to list ways in which the significant effects of the Project might be minimized; and to indicate alternatives to the Project. Environmental effects of the Project that must be addressed include any significant effects of the Project, growth inducing effects of the Project, and significant cumulative effects of past, present, and reasonably anticipated future projects. The Planning Commission will be making a recommendation to the Town Council regarding certification of the EIR and whether the required findings under CEQA Section 15091 can be made (Attachment 10 – Final Environmental Impact Report (FEIR) (separately bound)). The Mitigation
Monitoring a Program (MMP) is required to be adopted as part of making the findings under this Section. The MMP is attached to this staff report (Attachment 11 - Mitigation Monitoring Program).

In October 2015 the Town contracted with the environmental consulting firm of GHD to prepare an Environmental Impact Report for the proposed project. On October 25, 2016, the Town of Corte Madera sent a Notice of Preparation (NOP) of an EIR to Responsible Agencies, Trustee Agencies, the Office of Planning and Research, and neighboring property owners. A copy of the NOP was posted on the Town’s website. The NOP solicited guidance from public agencies and the public in general as to the scope and content of the environmental information to be included in the EIR. A 37-day EIR scoping period began October 25, 2016 and ended November 30, 2016.

A public scoping meeting was held on November 17, 2016 at the Town Hall Council Chambers, 300 Tamalpais Drive, Corte Madera. Five people signed into the meeting, several of whom spoke on the Project. Nineteen comment letters were received during the scoping period. These letters, as well as two additional letters received outside the scoping period, are included in Appendix A of the DEIR.

The public scoping process identified a number of key environmental issues to be addressed in the EIR. These issues included, Aesthetics, Biological Resources, Cultural, Paleo, & Tribal Resources; Greenhouse Gas Emissions, Hydrology and Water Quality; Noise and Transportation.

Following the scoping process the Notice of Completion (NOC) for The Draft EIR was filed with the State Clearinghouse. A 45 day review period on the DEIR was held from July 12, 2017 to August 25, 2017. During this review period individuals were given the opportunity to review the document on the Town’s website or come into the Town’s Building and Planning Department to review a hardcopy. Hardcopies of the DEIR were also available if one was requested. Public review period of the Draft EIR was noticed through many sources such as the email list of all individuals who have sign up on the Town’s website to be notified of Town meetings, the email list of individuals who have commented on or signed up for notification of this particular project, hard copy mailings sent were to all properties within 300' of the project, and at the beginning of the review period a notice was posted on NextDoor .com.

The DEIR also provided descriptions and impact analysis of two alternatives to the proposed project. The CEQA and the CEQA Guidelines require that an EIR “describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project, but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives” (CEQA Guidelines Section 15126.6[a]).

One of the alternatives analyzed must be the “No Project” alternative. CEQA Guidelines Section 15126.6(e)(1) states that the purpose of describing and analyzing the no project alternative is “to allow decision makers to compare the impacts of approving the proposed project with the impacts of not approving the proposed project.” The no project analysis is required to “discuss the existing conditions at the time the notice of preparation is published...as well as what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services (Section 15126.6[e][2]).

The second alternative was the “Structured Parking Alternative”. This alternative included a 46,000 square-foot retail expansion, including the ancillary modifications such as utilities, storm water, and landscaping as described in the proposed Project. However, the Gravel Lot would not be improved, but would continue to be used and maintained in its current capacity for overflow parking and special events. Instead, parking for the retail building would be provided with a structured parking facility located along the southern border of The Village within the existing parking lot between Tamalpais Drive and Macy’s. The facility would have a footprint of approximately 1.1 acres, would include three levels of parking, and would not exceed 46 feet in height.

The “Structured Parking Alternative” would fulfill most of the basic Project objectives, although it would not improve the Gravel Lot for increased convenience and safety and would not allow the Town to eliminate costs associated with continued ownership of the Gravel Lot. A detailed analysis of both of these alternatives as well as a discussion of alternatives that were considered but not carried forward can be found in Section 4 of the DEIR.
The FEIR for The Village at Corte Madera Expansion Project (Project) consists of the DEIR, comments on the DEIR, responses to those comments, and revisions to the DEIR (Section 3.12 Transportation (FEIR page 3-1). The Final EIR is separately bound as Attachment 10).

During the public hearing process, the Planning Commission will consider The Village at Corte Madera Expansion Project EIR and provide a recommendation to the Town Council on whether to certify the EIR. The Town Council will consider certification of the EIR, and approval of the Project, following receipt of the Planning Commission recommendations. To certify the Final EIR, the Council must find that (per CEQA Guidelines Section 15090):

- The Final EIR has been completed in compliance with CEQA; and
- The Final EIR was presented to the decision-making body of the lead agency and that the decision-making body reviewed and considered the information contained in the Final EIR prior to approving the Project; and
- The Final EIR reflects the lead agency’s independent judgment and analysis.

At the time of project approval, the Town Council, as the decision-making body, must consider the information presented in the Final EIR and determine that all significant impacts have been substantially lessened with mitigation measures (CEQA Guidelines Section 15092).

The Town provided numerous opportunities for public input during the development of the DEIR and FEIR. The various notices, public comment periods and public meetings to gather input and feedback on the environmental documents are listed below:

- On October 25, 2016, a Notice of Preparation (NOP) of the EIR was distributed. This notice announced the preparation of the EIR and solicited input from the public and interested agencies.
- On November 17, 2016, the Town held a Scoping Meeting, at the Town Hall Council Chambers, to solicit input regarding the issues that should be addressed in the EIR. A notice for this meeting was sent out on November 4, 2016 to all interested parties and all property owners within 300 feet of the project. There was also notification on the Town’s website.
- From October 25, 2016 to November 30, 2016 the Town accepted comments regarding the scope of the DEIR. Fifteen letters were received during this period.
- On July 12, 2017 A Notice of Availability of the Draft EIR was mailed to various interested groups and individuals, posted on the Town’s website, published in the Marin Independent Journal, and posted with the County Clerk. The Draft EIR also was made available at the Town Planning Department.
- The public comment period for the Draft EIR was from July 12, 2017 to August 25, 2017.
- On August 8, 2017, a public hearing on the Draft EIR was held before the Town of Corte Madera Planning Commission meeting and other future meetings related to the Project will provide further opportunity for public comment on the EIR.
STAFF ANALYSIS

The Town Center and The Village at Corte Madera play key roles in the social and economic fabric of the Town. The 2009 General Plan recognizes the role of these two centers pursuant to General Plan Land Use Goal LU-4 which advocates "Strong and vibrant commercial and office centers that serve local and regional needs". The project is consistent with this goal and specifically Policy LU-4.3 and implementation measure LU-4.3a which aim to expand the Village through the allowance of additional floor area and the use of flexible development standards to protect and enhance the Town's tax base.

The Project will also promote and implement General Plan Goal LU-3, to encourage infill development that achieves a more livable, sustainable community. The Project 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, create community amenities, use existing infrastructure, embody environmentally sensitive design and construction principles, and provide for more efficient use of Corte Madera's limited land supply. The project will also facilitate the implementation of Policies LU-3.5 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.

General Plan and Zoning Ordinance Amendments for the Gravel Lot

The Town's first General Plan (1958) and the 1963 General Plan both designated the Gravel Lot for industrial uses. In 1984, the General Plan land use designation was changed to High Density Residential in conjunction with the development of the Village shopping center. The originally-approved plans for the Village required 80 units of housing be construction on the Gravel Lot.

In the 1989 General Plan the site's land use designation was changed again, this time to Wetlands, Unique Marshland, Related Habitat and Potential Habitat Restoration Area. The General Plan identified the Gravel Lot, referred to as the "Habitat Site," as a site that was included along with twelve other larger sites in Town that had development potential. A separate working paper, Analysis of Planning Options, October 1987 was created which identified the following options for the Gravel Lot: 1) designate the site as permanent open space; 2) designate the site a potential habitat restoration area; and 3) designate the site for other alternative uses identified in the Town Survey including senior housing, parking, and a nature study facility. These options were incorporated into the 1989 General Plan to guide potential uses of the site.

In November 1995, in conjunction with an agreement being negotiated at that time for purchase of the Gravel Lot by the Town, a Conditional Use permit was approved by the Town Council, consistent with the above-noted General Plan policies, to facilitate use of the lot for public parking, including for patrons of the Village. In December 1995, the Town entered into the 1995 Agreement with the owners of the Gravel Lot which, as noted in the description of the Development Agreement above, restricted use of the site for public parking.

In the early 2000's, entitlements for the Gap, Banana Republic and the Cheesecake Factory were granted that allowed required parking to be located at the Gravel Lot. The Town has also granted permits for a variety of community-oriented events at the Gravel Lot over the years such as staging for the Avon Walk, the Marin General Hospital Annual Gala, and others as described previously in this staff report.

With the adoption of the 2009 General Plan, the Gravel Lot's Land Use designation changed to Wetlands and Marshlands, and the specific policies related to the allowance of the site for parking uses was removed. This designation did not take into account the 1995 agreement between the Town and the Village owners which required that the lot be used for public parking, the entitlements granted to Village tenants, nor the practice of permitting community-oriented events on the Gravel Lot.

Changing the Gravel Lot's GP and the ZO designations to new designations that explicitly allow parking for commercial uses would more accurately reflect the reality of existing land use requirements consistent with the
1995 agreement with the Village, past entitlement and permit history, and the functional relationship between the Village and the Gravel Lot that has existed for decades.

At the same time, the proposed development agreement, would continue to restrict the use of the Gravel Lot to public parking, would recognize for the first time community-oriented events as a permitted use, and require that the owners of the Village to improve the Gravel Lot consistent with General Plan policies intended to improve stormwater filtration, pedestrian safety, and habitat protection (particularly with the potential inclusion of the optional fence). Furthermore, the development agreement would shift maintenance, security, and liability costs associated with the Gravel Lot to the Village and require an annual payment to the Town.

In addition to the reasons mentioned above, Staff notes that the 2009 General Plan allows for additional expansion at the Village and such additional floor area will necessarily require that additional parking spaces be constructed pursuant to the CMMC. Therefore, it is important to consider not whether more parking for the Village should be constructed, but where additional parking should be constructed. In Staff's view, it is preferable to allow required parking to be located in the Gravel Lot, a lot that is already required to be a parking lot, and remain so, rather than in other locations, such as a parking garage structure on the Village shopping center property itself, like that described in Alternative 2 of the DEIR. Although the General Plan anticipates the development of a parking garage structure at some point, it seems preferable to avoid having to consider adding more structures and mass to the Village (and more significant construction impacts) if there are other viable alternatives.

Finally, allowing the Gravel Lot to be used as required parking for uses at the Village, and amending the Gravel Lot's General Plan land use designation and Zoning District to do so, would facilitate the applicant's Project, which would be consistent with several land use policies discussed above intended to further the Town's economic development goals.

In summary, the proposed General Plan and Zoning Ordinance amendments are appropriate because the proposed new designations, combined with the proposed development agreement, more accurately reflect historical use of the site, allow the Gravel Lot to be improved and developed as a parking resource for the Village instead of the development of a parking garage structure, and would facilitate a project otherwise consistent with the General Plan, and one that would substantially further the Town's economic development goals.

**Preliminary Plan Amendment**

The current application seeks to amend the Preliminary Plan to allow for an approximately 46,000 sq. ft. retail expansion at the Village shopping center and modifications of the Gravel Lot for parking purposes, including parking associated with commercial uses at the Village.

In order to provide a recommendation to the Town Council, the Planning Commission must determine if the project is consistent or not with certain findings specified in CMMC 18.18.040. Some of the preliminary plan findings are more applicable to the proposed project than others, such as whether the project exceeds the capacity of the land in terms of density and would the project cause the local streets and intersections to exceed capacity. At completion the project the Village will have a FAR of 0.38 while the maximum allowed FAR pursuant to the General Plan is 0.47.

As part of the DEIR, the project's impacts to traffic were assessed and it was determined that with mitigation the project would not have a significant impact on the local streets and intersections. As another example, the project also meets the findings with regard to construction timing and availability of infrastructure and consistency with the General Plan as described above. A complete discussion of all of the required findings can be found in the attached Resolution #17-022 (Attachment 1 - Resolution 17-022).

**Precise Plan Amendment and Design Review Discussion**

The Precise Plan Amendment includes all the information required for a Design Review application. This information is provided in the attached project description and plan set. (Attachments 9 – Project Description and Attachment 14 - Plan Set). The Design Review elements of this application are the construction of the ±46,000 sq. ft. RH Gallery Building, the reconfiguring the existing main parking lot of The Village for improved access and more consistent
parking, modifications to the east entry plaza and modifications of the Gravel Lot. Landscaping and lighting for all of these elements are also included.

The RH Gallery Store has been placed just east of the east entry plaza on the site for the convenience of shoppers and to integrate with the existing buildings. By placing the building approximately 75 feet from the east entry plaza, pedestrian access will be more efficient and safer than if the building was located farther east into the existing parking lot. The project also includes sidewalks around the building and crosswalks to the existing plaza. The proposed location of the building will remove 195 convenient parking spaces from one area of the Village adjacent to the east entry; however, given that the center is surrounded by parking, there will still be sufficient close convenient parking at other locations throughout the Village. Furthermore, staff has observed that the northern parking areas, adjacent to Nordstroms, often have higher occupancy than the center of the lot, indicating that the most desired parking spaces will not be removed.

Because the site has been fully developed as a shopping center for many decades no natural vegetation will be removed and the grading required will not require the removal of substantial land forms. Grading and importing of soil will be necessary to install proper soil for construction and raise the pad of the building to meet flood plain requirements. Construction will require 35 trees to be removed from the shopping center parking lot where the new RH 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).

Because there are no residences in the area of the project, it will not adversely affect the views, sunlight, or privacy of residential properties. The proposed 46 foot tall two-story building with a roof top loft will be in scale with the existing buildings in the center. The Nordstrom building has a maximum height of 46 feet to the top of the mechanical screening and the two other buildings facing the east entry have heights of approximately 34 feet. The majority of the building mass of the proposed building would be no higher than 33' 9" at the top of the parapet wall on the second story, and would therefore, respect the scale of the surrounding structures. The view from the east entry plaza looking east to the bay will be obstructed by the new building; however the view to the east will still be available to patrons of the Gallery Building and the general public via the roof top loft. Views toward the Bay would still be visible from three of the four sides of the RH building and several other areas of the Village. Furthermore, the view of Mount Tamalpais looking west from the area between the new building and the Bay Trail will be partially to completely visible depending on how far one is east of the new building and any loss of views would be momentary in nature as no designated viewing areas, or other areas intended for pause exist along Redwood Hwy or the levee paths. Refer to plan Sheet A2.5 and DEIR Figure 3.1-2b.

The store architecture will be of high quality and in keeping with the look and feel of the surrounding regional center. The Project's landscaping designs incorporate water-saving designs and plants. See Plan Sheets RH-L1-RH-L6, which illustrates, for the new store, the landscaping enhancements at grade, the second floor terraces and the roof-top plaza.

The design review elements of the Gravel Lot consist of landscaping and lighting. The project's plan set and application materials include a landscape plan for the Gravel Lot (Sheet L2), photometric plan and lighting cut sheets.

A complete analysis of all of the design review findings can be found in the attached resolution (Attachment 1 - PC Resolution 17-022).

Parking Analysis Based on Demand

In addition to providing the required number of parking spaces pursuant to the CMMC, a comprehensive and detailed parking demand analysis was also provided by Fehr and Peers Transportation Consultants on June 16, 2017 (Attachment 13 - Fehr and Peers Parking Analysis, June 16, 2017) in order to provide additional
information supporting the adequacy of the proposed parking plan. The analysis provides a summary of the current parking situation; the Town's parking requirements and several methods of assigning parking demand for weekdays, weekends and holidays.

Estimates of parking demand for the Project during both typical and holiday peak conditions (e.g. Thanksgiving and Christmas holiday seasons) were developed based on two methods: observed parking occupancy at the Village (i.e. empirical method) and parking demand rates published by the Urban Land Institute (ULI) and Institute of Transportation Engineers (ITE).

The rates from ULI and ITE are based on surveys conducted at shopping centers throughout the United States. The estimated demand for each method was compared to the proposed maximum parking supply of 455 spaces. In addition, the parking occupancy of the entire Village was calculated for each method based on the revised total parking supply with the Project in place.

A comparison of the demand rates from the three different sources is provided in the table below. The empirical parking demand rate is similar with both published sources for typical weekday conditions but is higher under typical weekend and holiday peak weekday and weekend conditions, which suggests that this empirical rate is appropriate for estimating parking demand generated by the Proposed Project.

The table below summarizes the comparison of the Project's estimated parking demand with the proposed supply under each of the three methods (empirical, ULI, and ITE) for typical conditions. There is a comparison of how the Project specific supply (455 spaces) compares to the estimated demand (plus existing space replacement), as well as a comparison of the Village supply (2,062 spaces) to the estimated demand for the Village as a whole using the three types of demand rates. One conclusion the report provides is that after construction of the proposed project, the parking supply will exceed the parking demand from between 140 to 637 spaces during non-holiday period. The complete report which analysis weekdays, weekends and holidays is found in Attachment 12.
### Conditional Use Permit Discussion

A conditional use permit is being applied for so that a 5,800 square feet café, 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 approximately the same hours as the RH Gallery.

### Development Agreement

If the Planning Commission is able make the findings for the General Plan Amendment and the Zoning Ordinance Amendment described and analyzed above, then the Planning Commission should be able to make the five...
Development Agreements Findings above.

PUBLIC OUTREACH AND PUBLIC COMMENTS SUBMITTED

The Town website posted the "Village at Corte Madera Expansion Project (Restoration Hardware)" project page shortly after the application was filed back in 2015. This page contains the project application, the project description, staff reports, plan sets and all of the CEQA documents and notices produce for this project in accordance with CEQA Guidelines Section 15088. All of the written comments that the Town has received since the end of the DEIR Comment period (August 25th up to November 7th, at 3:30pm are provided in Attachment 16.

Outreach by Restoration Hardware

In October 2014 through January 2015, Restoration Hardware (RH) and Corte Madera Village LLC (CMV) met with various Town of Corte Madera staff to discuss the Project's initial concept design. On February 9, 2015, RH and CMV also provided a presentation of the Project at the Corte Madera Community Foundation and received community input. Following these initial meetings, RH and CMV submitted applications to the Town on June 19, 2015 and soon after, held several progress meetings with Town staff to receive input on these preliminary applications. Based on the Town's input, RH and CMV updated and resubmitted the applications on August 21, 2015. After submitting the revised applications, RH and CMV presented the proposed Project to the Flood Control Board meeting on September 14, 2015; the Beautification Committee on September 23, 2015; and the Chamber of Commerce on October 6, 2015. On October 22, 2015, RH and CMV held an open house event for the community at the existing Restoration Hardware Store at The Village to present the Project and receive public input.

RH has also met with the following local organizations in during the application process:

- Marin Audubon Society
- The Bay Trail
- Lion's Club
- Bicycle and Pedestrian Advisory Committee
- Parks and Recreation Commission
- Twin Cities Age Friendly
CONCLUSION

The application for a General Plan Amendment and Rezoning of the Gravel Lot, Preliminary and Precise Plan Amendments for retail expansion and modifications to the Gravel Lot, Design Review for retail expansion and modifications to the Gravel Lot, a Conditional Use Permit for a café and a Development Agreement to improve and maintain the Gravel Lot and establish rights and obligations to use the Gravel Lot as parking for The Village have all been reviewed by town staff and a team of environmental professionals. The potential environmental impacts of the project were evaluated as required by the CEQA process. The EIR concluded that the project would not have significant impacts on the environment with the implementation of the required mitigation measures. The project is consistent with the purpose and intent of the Town’s General Plan and Zoning Ordinance. The proposed amendments to the General Plan, Zoning Ordinance Preliminary and Precise Plan will result in overall benefits to the physical and economic environments of the Town of Corte Madera. The new retail store and renovated Gravel Lot are in scale with the existing buildings and the natural environment. The campus buildings have been designed in a way that fits the site and the colors and materials make the project compatible with existing campus buildings. The views, sunlight, and privacy of adjacent residences would not be significantly impacted by the project and the project is consistent with the existing pattern of development.

OPTIONS

1) Adopt Resolution 17-022, recommending to the Town Council certification of the Environmental Impact Report and the entitlements listed above; or

2) If additional information and deliberation is needed, continue the public hearing to a date certain; or

3) Request the staff provide a resolution recommending denial of the Environmental Impact Report and the entitlements listed above to the Town Council.

ATTACHMENTS:

1. PC Resolution 17-022
2. TC Staff Report and Attachments February 2, 2016
3. Story Pole Plan, Description and Certification
4. Resolution 41/2015
5. TC Staff Report March 21, 2017 and Resolution 24/2017
6. Development Agreement and Non-Exclusive Parking Easement
7. Photometric plan and lighting cut sheets
8. April 7, 2017 Parking Memorandum from Macerich
9. Project Description
10. Final Environmental Impact Report (FEIR) (separately bound)
11. Mitigation Monitoring Program (MMP)
12. Fehr and Peers Parking Analysis, June 16, 2017
13. Comments received after close of comment period on DEIR, August 25, 2017
COMMISSIONERS PRESENT: Chair Peter Chase  
Vice-Chair Phyllis Metcalfe  
Commissioner Bob Bundy  
Commissioner Jennifer Freedman  
Commissioner Charles Lee

STAFF PRESENT: Todd Cusimano, Town Manager  
Adam Wolff, Planning Director  
Phil Boyle, Senior Planner  
Judith Propp, Assistant Town Attorney  
Joanne O’Hehir, Minutes Recorder

1. OPENING:

A. Call to Order – The meeting was called to order at 6:30 p.m.

B. Pledge of Allegiance – Chair Chase led in the Pledge of Allegiance.

C. Roll Call – All the commissioners were present.

2. PUBLIC COMMENT - None

3. CONSENT CALENDAR – None

4. CONTINUED HEARINGS – None

5. NEW HEARINGS

A. VILLAGE AT CORTE MADERA RESTORATION HARDWARE EXPANSION PROJECT – CONSIDERATION AND POSSIBLE PLANNING COMMISSION RECOMMENDATION TO THE CORTE MADERA TOWN COUNCIL REGARDING CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT, AND APPROVAL OF A: 1) GENERAL PLAN AMENDMENT; 2) REZONING; 3) PRELIMINARY PLAN AMENDMENT; 4) PRECISE PLAN AMENDMENT; 5) DESIGN REVIEW; 6) CONDITIONAL USE PERMIT; AND 7) DEVELOPMENT AGREEMENT TO FACILITATE THE VILLAGE AT CORTE MADERA EXPANSION PROJECT, INCLUDING A NEW 46,000 SF RETAIL STORE AND CAFÉ FOR RESTORATION HARDWARE AND MODIFICATIONS
Chair Chase announced that discussions for the proposed building, and modifications to the gravel parking lot would be separated with an opportunity for public comment on each item.

The commissioners announced they had visited the site and met with representatives of Macerich and Restoration Hardware, with the exception of Commissioner Lee.

Senior Planner Boyle presented the staff report. Mr. Boyle provided an overview of the project, noting that the proposed RH Gallery would consist of a retail store and café of approximately 46,000 square feet located at the east entry of the Village. He said the gravel lot, located across Redwood Highway to the northeast of Nordstrom, would be resurfaced and modified to accommodate 452 parking spaces. Mr. Boyle noted that there would be a total of 2,067 parking spaces at The Village, where the code requires 1,931.

Mr. Boyle discussed the application review process, including the EIR and public notice process, noting that there have been seven public meetings. He discussed the entitlements, including a General Plan Amendment for the gravel lot changes, Conditional Use Permit for the café, in the RH Gallery, Zoning Ordinance Amendments, Preliminary and Precise Plan Amendments, and Design Review. Mr. Boyle noted that, should the commissioners approve the project, they would be making a recommendation to the Town Council, who would make the final decision.

Kristine Kaspar, GHD, discussed the Environmental Impact Report (EIR), noting that the impacts identified in the Draft EIR were found to be less than significant with the implementation of mitigation measures. Ms. Kaspar said that the Final EIR includes a response to all the comments made in the DEIR and revisions.

Mr. Boyle discussed the proposed new building, which he said would be 46 feet high, with a café and retail on the ground level, retail on the second floor, and a roof top loft on the third level. He noted that the entitlements for the building include a Precise Plan Amendment and Design Review.

Mr. Boyle discussed the elevations, colors and materials, and visual simulations of the proposed project. He noted that modifications to the east entry of the shopping center would be needed, that more public space would be provided, and that drop off and pick up areas would be created. Mr. Boyle discussed the additional landscaping, and modifications to the parking lot, including the loss of parking spaces.

Planning Director Wolff noted that the applicant has provided a model to show the massing comparisons between the proposed building and the buildings in The Village. Mr. Wolff discussed the reasons for removing parking spaces.
Bob Grandy, Fehr & Peers, discussed the traffic analysis for the EIR. Mr. Grandy explained how they determined the two main time periods with the highest amount of traffic, which they used for their analysis, and he discussed additional traffic trips. Mr. Grandy discussed mitigations that include traffic and parking control plans for the construction phase, and a fair share contribution for road improvements.

In response to Chair Chase, Mr. Grandy said the report was updated in October 2017 to include a response to public comments to the EIR and did not update traffic counts.

Giancarlo Filartiga, Vice President of Development, Macerich, discussed the need to renovate and invest in their properties to ensure the public continues to visit and shop, and noted that most purchasing takes place in stores rather than online. He said that concept stores such as RH Gallery are part of the future of The Village.

Mr. Filartiga discussed parking, stating that they are adding 88 additional spaces, including ADA and bicycle parking.

Stan Hoffman, Property Manager of The Village, discussed his belief that RH will be a great addition to the center. He said they have listened to the community and revised the plans, and he discussed remedies for parking issues, including the consideration of valet parking.

Rob Edington, Director of Development, RH, introduced their team and said they are committed to the community and have a corporate office in Corte Madera.

Samina Saude, Architectural Design Leader, RH, discussed the design of various gallery buildings owned by RH. Ms. Saude presented a video that highlighted their brand.

Wayne Chubb, Project Architect, discussed the two-story building with a roof top conservatory, noting that the second story would be terraced. Mr. Chubb also discussed the exterior materials, including steel doors, windows and second level balconies. He said the kitchen would be in the center of the building with the restaurant and café located on the west side. He discussed the location of the pantry and wine vault, and confirmed they are committed to sustainable practices, including natural ventilation, photovoltaic system, and gray-water harvesting.

Mr. Edington discussed the community outreach, which included an open house in the mall location. In response to public opinion, Mr. Edington said they have reduced the height and footprint of the original proposal, and reduced the retail space to provide a food and beverage service.

Chair Chase opened the public comment period.
Lisa McPherson said she has reviewed the plans, watched the video and that she believes the proposal is welcoming, beautiful and relaxing, and that she hopes to shop there when she is an adult.

Phyllis Galanis, resident and worker in Corte Madera, said the building should be beautiful, but that the story poles did not clearly define the height and size of the building. Ms. Galanis also discussed her concern that the view from the Bay Trail will be affected by the building.

Pat Ravasio, 427 Oakdale, said that she supports the project, and she asked that the plans include a financial commitment to a future proposal for a bicycle and pedestrian crossing between the two shopping centers. Ms. Ravasio said that such a project would provide a safe way of connecting the two parts of town and would help kids get to school safely.

Michael Harlock, 533 Redwood Avenue, commented on the elegant building, and he said that the building is properly located. Mr. Harlock suggested design changes to the east side, which he said does not have much of an entrance, and also to provide more parking.

Gary Steinman, Corte Madera Chamber of Commerce, stated that they support the project. Mr. Steinman said RH have reached out to the community, considered feedback and returned with a thoughtful project that benefits the community. He said that a strong and vibrant shopping center is important.

Haden Ongaro, chairman of Marin Economic Forum, said they met with RH and Macerich, studied the plans and are in favor of the project. Mr. Ongaro said the design is creative and combines innovative retail ideas with food and beverage services.

Robin Sternberg, Marin Economic Forum, added her support for the project, which she said should create approximately 60 new jobs. Ms. Sternberg noted that RH has 500 mature employees, half of whom live in Marin, and she said the company is innovative, home grown and that they are investing in the community.

Bill Hester, Corte Madera Chamber of Commerce, said he favors the project and that the proposal is in scale, a good fit for the shopping center and does not create “mall sprawl”.

Susan Sullivan, 30 El Camino Drive, commented on the beautiful design, and she discussed her concern that parking will be insufficient and traffic a problem for residents in the neighborhood. Ms. Sullivan said that traffic studies should have been undertaken in November and December.

Colin Rand, Chickasaw Court, said it would be preferable to wait until there are plans for the walkway, which would be a great benefit to the community. Mr. Rand discussed his
concern that the height would set a precedent and that the views of some of the residents might be affected.

Ed Hibler, Larkspur resident, said the building is probably too large for the site, parking will be inadequate, and that it would be too inconvenient for shoppers to use the proposed parking lot. Mr. Hibler said he agrees with the previous speaker that the proposed height would set a precedent for tall buildings.

Suzy Beatie, East Corte Madera, said she loves the project, that the building is amazing, and that it will add a different dimension to the old, uninteresting center. Ms. Beatie said she likes the larger spaces provided for vehicles in the new lot.

Victor White, 526 Tamalpais, stated that he is excited about the gallery concept coming to Marin and that it is a shame SMART cannot provide a transportation option that relieves traffic congestion.

Margaret Bandel, 180 Prince Royal, said the proposed building is beautiful, but she expressed concern that a small town like Corte Madera is not the right place for a flagship store.

David McPherson, 25-year town resident, said the architecture is world class and that he is grateful the largest corporate office in town has chosen to invest in Corte Madera.

Gwen Toso, town resident, expressed concern that the location of the proposed building will impede pedestrian traffic and will appear imposing from the Bay Trail. Ms. Toso said that she likes the design but the building should be located on the gravel lot.

Chair Chase closed the public comment period and announced a 15-minute break at 8:25 p.m.

Mr. Boyle presented the staff report on the gravel lot, which he said would be paved and restriped. He noted that new lighting would be installed, which would be night-sky compliant, and that pedestrian safety would be enhanced. Mr. Boyle also discussed an optional perimeter fence that has been requested by the Audobon Society.

Mr. Boyle noted that the gravel lot would continue to be used for certain community events, and he discussed the areas for the proposed bio-filtration water system that would treat storm water for the rain gardens with overflow draining into the Bay.

Mr. Boyle discussed pedestrian safety measures, which include improvements to the median and the elimination of left turns to the entrance and exit of the parking lot. He discussed the proposed General Plan amendment from Wetland and Marshland to Mixed Use Region-Serving Commercial, and the change to the Zoning designation from Parks and Open Space and Natural Habitat to Regional Shopping District. Mr. Boyle confirmed the changes would conform to the shopping center’s designations and formalize the historic use of the parking lot.
Town Manager Todd Cusimano discussed the original agreement between the Town and the shopping center relating to the gravel lot, and noted that both parties must be in agreement if the gravel lot is used for something other than parking. He discussed the 99-year lease agreement between the Town and Macerich, whereby the Town will retain ownership of the land and the center’s owners will lease the gravel lot for $320,000 per annum. The Town will no longer be liable for or maintain the lot, and Macerich will spend $5 million on improvements. Mr. Cusimano said the Town Council has endorsed the term sheet.

In response to Chair Chase, Mr. Cusimano stated that only a handful of cars use the gravel lot outside the holiday season. He said that the Town is preparing for a town-wide traffic study after the apartments at Tam Ridge have been occupied, but that an overcrossing between the two shopping centers is not currently being considered. Mr. Cusimano said the Town is not in a position to delay a project for this reason.

John Stuckley, Development Manager, Macerich, discussed the gravel lot, its eco-friendly design, the installation of 56 trees, and new lighting (which will be dark sky compliant). He said they hope to complete the gravel lot before construction begins and that they will reuse the existing gravel to minimize the export of materials. Mr. Stuckley discussed the events that could be accommodated in the lot.

Chair Chase opened the public comment period.

Sarah Blumling, Paradise Drive, discussed her concern that the project will impact the small town appeal of Corte Madera and that the location of the lot is not women-friendly or safe. Ms. Blumling said there should be good lighting, and she encourages management to provide permanent free valet parking.

Chair Chase closed the public comment period.

In response to Vice-Chair Metcalfe, Mr. Hoffman said that employees would be asked to park in the new lot when the regular parking lot is full. Vice-Chair Metcalfe discussed the importance of lighting, and she commented on her preference for the system used at Town Center, which does not interfere with the residents.

In response to Commissioner Bundy, Felicia Dean, Kimley Horn & Associates, said the flow-through planters would have drought resistant plants and be irrigated. Mr. Stuckley confirmed they would install security cameras in the parking lot.

In response to Commissioner Lee, Mr. Boyle confirmed the EIR requires parking mitigation measures for the length of construction and does not address parking during holiday periods.

Counselor Propp noted that there is a distinction between a mitigation measure that is necessary through the CEQA process and a condition of approval.
Mr. Grandy explained that there is a measure in the construction plan that addresses parking during the holiday season.

Mr. Wolff said that staff would ask the consultants to comment on the construction management plan at the building permit phase to determine if the applicant’s traffic and parking mitigation measures are adequate.

In response to Commissioner Lee, Ms. Saude stated that they are not anticipating truck deliveries to be a problem because the gallery is not continually resupplied.

Mr. Chubb addressed the removal of trash in response to Commissioner Lee, which he said has a holding area in the design. He said that food deliveries would occur in the early morning.

In response to Vice-Chair Metcalfe, Mr. Cusimano said he would agendize a discussion on alleviating parking problems in town in relation to the future traffic study.

Mr. Wolff discussed the findings in the staff report relating to the General Plan and Zoning Code amendments, and the historic use of the gravel lot for parking. He confirmed it is staff’s belief that maintaining the lot under the 1999 agreement as a parking resource is preferable than a discussion on a parking structure at the shopping center. He said that staff believes the General Plan Map should be amended to reflect the changes to the General Plan designation and zoning uses so they are consistent.

Mr. Boyle summed up the findings he said staff could make for the entitlements, including the General Plan Amendment, rezoning, and Conditional Use Permit. He said that staff is recommending adoption of the resolution recommending the Town Council certify the EIR and entitlements, or request additional information and continue the public hearing to a date certain.

In response to Commissioner Bundy, Ms. Saude discussed how the design of the building would deter shoppers from approaching the trash enclosures, noting that the central area on the east side would be closed off. Mr. Stuckley confirmed they could install more bike racks if necessary, in addition to the racks for 12 bikes on each side of the building, and also increase the number of EV charging spaces.

In response to Commissioner Freedman, Ms. Saude confirmed their building spaces are not for rent.

In response to Commissioner Lee, Mr. Wolff confirmed the Conditional Use Permit relates only to the café use, which he discussed.

Vice-Chair Metcalfe and Ms. Saude discussed the ground materials on the roof terrace, which Ms. Saude confirmed would not be reflective.
Vice-Chair Metcalfe said the building might block the views of Mt. Tamalpais if it were relocated from its proposed location, and the roof height does not appear to be taller than other stores in the shopping center. She said the proposed design updates the shopping center, and that the building would not be properly integrated if it were located on the gravel lot.

Chair Chase and Mr. Cusimano discussed lighting in the gravel lot and Mr. Wolff noted that exterior lighting is addressed in the conditions of approval, which include the need for lighting to be connected to dimmers and timers.

Following general discussion amongst the commissioners about the need for a perimeter fence, there was general consensus that a fence would not be required at the present time.

Chair Chase closed the public hearing.

Vice-Chair Metcalfe expressed satisfaction with the project and the resolution, and Commissioner Freedman said that parking should be managed. Chair Chase said the RH team has addressed many public comments, that the information is available and that it is a good project.

**MOTION:** Motioned by Commissioner Freedman, seconded by Vice-Chair Metcalfe, to approve Resolution 17-022, recommending that the Town Council certify the Final Environmental Impact Report, and approve applications for:

1) A General Plan Amendment to change the land use designation of the gravel lot (gravel lot) from Wetlands and Marshlands to Mixed-Use Region-Serving Commercial; and

2) Rezoning of the gravel lot from Parks, Open Space and Natural Habitat to C-Regional Shopping (the Baylands Risk Zone and Natural Habitat Overlay District will remain; and

3) Preliminary Plan Amendment for retail expansion and improvements to the gravel lot; and

4) Precise Plan Amendment for retail expansion and improvements to the gravel lot; and

5) Design Review application for retail expansion and improvements to the gravel lot; and

6) Conditional Use Permit for a cafe within the C-2 Regional Shopping District Zone; and
7) Development Agreement between Town of Corte Madera and Macerich, APN 024-032-030, APN 024-032-19

AYES: Metcalfe, Bundy, Chase, Freedman, Lee
NOES: None

6. BUSINESS ITEMS

A. DISCUSSION OF POTENTIAL CANCELLATION OF DECEMBER 26, 2017 MEETING – VERBAL REPORT FROM PLANNING DIRECTOR ADAM WOLFF.

There was general consensus that the meeting scheduled for December 26, 2017 should be cancelled.

Due to the lateness of the hour, the remaining items, with the exception of adjournment, were continued to the meeting of November 28, 2017.

7. ROUTINE AND OTHER MATTERS

A. REPORTS, ANNOUNCEMENTS AND REQUESTS
   i. Commissioners
   ii. Planning Director
   iii. Tentative Agenda Items for November 28, 2017 Planning Commission Meeting

   **PROPOSED ITEMS, AND ORDER, ARE SUBJECT TO CHANGE**

   A. 16 MADERA BOULEVARD APPEAL – AN APPEAL OF ZONING ADMINISTRATOR APPROVAL OF DESIGN REVIEW APPLICATION PL-2017-0098 FOR ADDITIONS AND REMODEL OF AN EXISTING SINGLE STORY, SINGLE FAMILY RESIDENCE, INCLUDING CONVERSION OF THE EXISTING GARAGE TO HABITABLE SPACE, THE ADDITION OF A NEW TWO CAR GARAGE (402 SQ. FT.), AND A NEW BEDROOM ADDITION (346 SQ. FT.) LOCATED BETWEEN BOTH OF THESE STRUCTURES.

B. MINUTES
   i. Planning Commission Meeting Minutes of October 10, 2017

8. ADJOURNMENT

A motion was made, seconded and unanimously approved to adjourn the meeting at 10:40 p.m.
Draft Environmental Impact Report (DEIR)

The DEIR, and associated appendices, dated July 12, 2017 is available on the Town of Corte Madera’s website via the following link:

- Draft Environmental Impact Report (without appendices)
- Appendix A (NOP and Letters)
- Appendix B (Project Plans)
- Appendix C1 (Biological Resources Assessment)
- Appendix C2 (Peer Review of BRA)
- Appendix D1 (Geotechnical Report - The Village)
- Appendix D2 (Geotechnical Report - Gravel Lot)
- Appendix E (CalEEMod)
- Appendix F (Noise and Vibration Analysis)
- Appendix G (Traffic Impact Study)
Final Environmental Impact Report (FEIR)

The complete FEIR, dated November 1, 2017 is available on the Town of Corte Madera’s website via the following link:

http://www.townofcortemadera.org/DocumentCenter/View/3082
Project Plan Set (November 29, 2017)

The Project Plan Set, dated November 29, 2017 is available on the Town of Corte Madera’s website via the following link:

http://www.townofcortemadera.org/DocumentCenter/View/3187