



TOWN OF FAIRFAX

STAFF REPORT

August 3, 2022

TO: Mayor and Town Council

FROM: Janet Coleson, Town Attorney

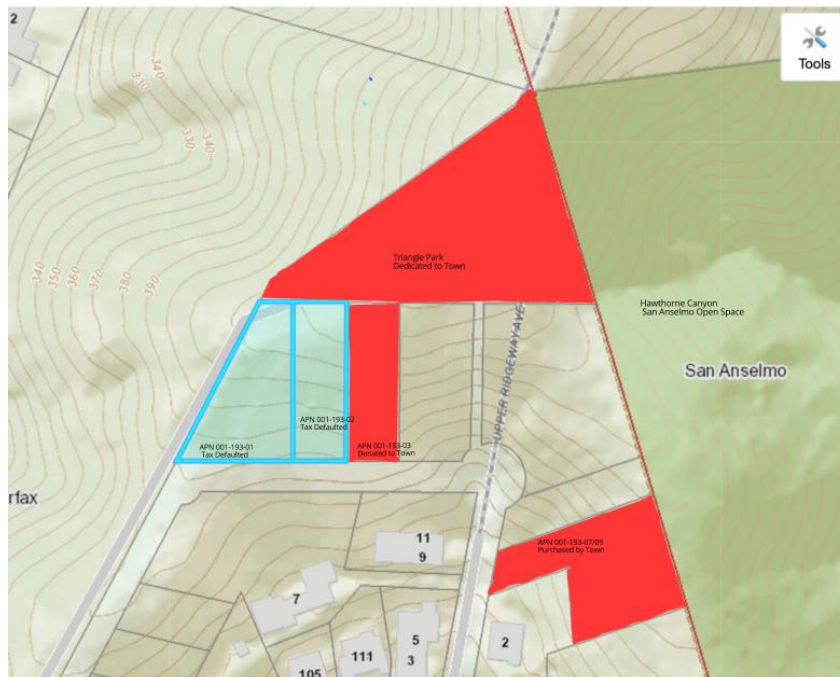
SUBJECT: Adoption of a resolution of the Town of Fairfax approving an agreement with the County of Marin to purchase two undeveloped parcels on Upper Ridgeway Avenue to preserve open space and authorizing the Town Manager to execute the agreement and take all necessary actions to facilitate the purchase

RECOMMENDATION

Adopt a resolution of the Town of Fairfax approving an agreement with the County of Marin to purchase two tax-defaulted undeveloped parcels on Upper Ridgeway to preserve open space and authorizing the Town Manager to execute the agreement and take all necessary actions to facilitate the purchase.

BACKGROUND

In 2021, the Fairfax Open Space Committee (FOSC) recommended that the Town acquire from the County of Marin, two, tax-defaulted undeveloped parcels (APNs 001-193-01 and 001-193-02) on the unimproved portion of Upper Ridgeway Drive flanking the northeastern side of Fairfax (“the Parcels”). The Parcels are surrounded on three sides by vacant, undeveloped land, including one Town-owned parcel donated for open space purposes and the Town-owned “Triangle Park” – the fourth side borders the only two residentially developed parcels on Upper Ridgeway, 7 and 11 Upper Ridgeway Avenue. If acquired, the Parcels will create a substantial swath of Town-owned and preserved open space that will be contiguous with San Anselmo’s open space area (Hawthorne Canyon).



At the June 1, 2022 Town Council meeting, the Council approved a funding agreement with the Marin Open Space Trust (“MOST”) to fund the entire purchase price of the Parcels (the agreement with MOST authorizes \$45,000 for the purchase).

DISCUSSION

The Parcels are tax-defaulted properties and subject to purchase by a public agency from the County of Marin pursuant to Chapter 8, Part 6, Division 1, of the Revenue and Taxation Code (Section 3771 et seq). This allows the Town to purchase the Parcels from the County for open space purposes through a “Chapter 8” agreement to purchase tax-defaulted property. An application to purchase the tax-defaulted Parcels has been previously submitted to the County of Marin by the Town. Staff recommends adoption of the attached resolution, approving the purchase agreement with the County of Marin for a purchase price of \$44,649.50 (the “Purchase Agreement”) and authorizing the Town Manager to execute the agreement and take all necessary actions to facilitate the purchase. The Purchase Agreement is also subject to the approval of the County Board of Supervisors and the State Controller’s office.

Following approval of the Purchase Agreement by the State Controller’s office, the property owner and any lien holders will receive a notification from the County of the 45-day period to redeem the parcel by paying all delinquent taxes, penalties and fees. If the property owner or lien holders do not redeem the parcel, the Marin County Tax Collector will send the documents to the State Controller’s office for final approval.

FISCAL IMPACT

As MOST is depositing the entire amount necessary to fund the purchase price of the Parcels, there is no direct fiscal impact to the Town at this time. Future maintenance of the Parcels as open space areas may indirectly increase staff and materials costs.

ATTACHMENTS

Resolution with Agreement with County of Marin with two exhibits attached

RESOLUTION 22-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX APPROVING AN AGREEMENT WITH THE COUNTY OF MARIN FOR THE PURCHASE OF TWO UNDEVELOPED PARCELS ON UPPER RIDGEWAY AVENUE IN FAIRFAX, CALIFORNIA, TO PRESERVE OPEN SPACE AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT AND TAKE ALL NECESSARY ACTIONS TO FACILITATE THE PURCHASE

WHEREAS, two undeveloped parcels within the Fairfax town limits (APNs 001-193-01 and 001-193-02, or “the Parcels”) are available for purchase from the County of Marin (County) as the result of a tax-defaulted property sale through a negotiated sale to a public agency pursuant to Chapter 8, Part 6, Division 1, Revenue and Taxation Code (Section 3771 et seq.); and

WHEREAS, the Town desires to purchase and preserve as open space, and the Marin Open Space Trust (“MOST”) desires to fund the purchase of the Parcels for MOST’s and the Town’s mutual benefit; and

WHEREAS, the attached agreement between the Town of Fairfax and the County of Marin (Exhibit A) provides for the purchase of the Parcels.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Fairfax as follows:

SECTION 1. Recitals.

The above recitals are each incorporated by reference and adopted as findings of the Town Council.

SECTION 2. Authorization.

The Town Council hereby approves the attached Agreement to Purchase Tax-Defaulted Property and authorizes the Town Manager to execute the Agreement and take all necessary actions to facilitate the purchase.

SECTION 3. Certification.

The Town Clerk shall attest and certify to the passage and adoption of this Resolution and it shall become effective immediately upon its approval.

SECTION 4. Compliance with CEQA.

This resolution was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA

Guidelines (the Guidelines), and the environmental regulations of the Town. The Town Council hereby finds that this resolution is not subject to review under CEQA because it is not a "project" under State CEQA Guidelines section 15378. In addition, if this action were to be considered a project under CEQA, it is categorically exempt from further CEQA review under State CEQA Guidelines sections 15307 (actions for protection of natural resources) and 15308 (actions for the protection of the environment). None of the exceptions to these categorical exemptions apply, and consequently, this action is exempt from further CEQA Review. If the execution of the Agreement to Purchase Tax-Defaulted Property or purchase of the Parcels is deemed not to be categorically exempt from CEQA review, it is exempt under section 15061(b)(2).

The foregoing Resolution was duly passed and adopted at a Regular Meeting of the Town Council of the Town of Fairfax held in said Town on the 3rd day of August 2022, by the following vote:

AYES:

NOES:

ABSENT:

Stephanie Hellman, Mayor

Attest:

Michele Gardner, Town Clerk

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This Agreement is made this **16th day of August, 2022** by and between the County of Marin, through its Board of Supervisors, defined hereinafter as ‘County’ (“SELLER”), and **Town of Fairfax, California** (“PURCHASER”), in accordance with provisions of California Law.

The SELLER, subject to the State Controller’s approval, does hereby agree to sell to the PURCHASER the real property described in Exhibit “A” of this agreement. The real property situated within said county, hereinafter set forth and described in Exhibit “A” of this agreement, is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to the provisions of law.

TERMS AND CONDITIONS

It is mutually agreed as follows:

1. That, as provided by Revenue and Taxation Code Section 3795, this agreement is to be submitted to and approved by the California State Controller before it becomes final. This agreement is not in effect until the California State Controller’s authorization is received and the noticing process is complete, and
2. That this agreement becomes effective, by operation of law, at 5:01pm on the 21st day after the date of the first publication, at which time the right of redemption by the owner of record terminates, and
3. That the PURCHASER agrees to pay the sum of **(not to exceed) \$44,649.50** for the real property described in Exhibit “A” within **sixty (60)** days after the date this agreement becomes effective. The approval and notice process will determine the effective date of the sale and the final purchase price. The PURCHASER agrees to pay the amount specified in Exhibit “A” for the properties described in Exhibit “A”. Payment shall be in cash or certified funds payable to the **Marin County Tax Collector**. Upon receipt of said sums by the Tax Collector, the Tax Collector shall execute and record a deed conveying the title to said property to PURCHASER and after recordation the deeds will be returned to the purchaser by the County Clerk/Recorder, and
4. That the SELLER makes no representation concerning the condition of title to the subject property. The SELLER does not warrant title to the property or make any representations concerning the title. Additionally, the SELLER makes no representation concerning the physical condition of the subject property and the PURCHASER acknowledges that it is not relying upon any statements or representations of the SELLER concerning the subject property and is purchasing the subject property in its ‘as is’ condition, and
5. That the PURCHASER shall pay the other expenses in addition to the purchase price of the property, including but not limited to: the cost of giving notice of the agreement, the cost of publishing or posting the notice of agreement, the cost of proceeding to obtain a clear title to the property, and the expenses incurred in the payment, compromise, or other method of removal of any liens or adverse claims against the property, and

6. That if any of the properties listed in Exhibit "A" are redeemed prior to the effective date of this agreement, this agreement shall be null and void as to that property or properties. Notwithstanding the foregoing, the agreement shall be binding and shall remain in full force and effect with respect to any remaining property, and
7. That this agreement shall become null and void and the right of redemption restored upon the failure of the PURCHASER to comply with the terms and conditions of this agreement prior to the tax deed recordation. The PURCHASER will be required to reimburse the Tax Collector for the costs for producing notice, publication, and actual costs incurred for preparing and conducting the agreement sale if these expenses have already been incurred, and
8. That the PURCHASER shall indemnify the SELLER from and against any and all liability, loss, costs, damages, attorney's fees, and other expenses which the SELLER may sustain or incur by reasons of a challenge to validity of the tax default sale of the property described in Exhibit "A". Pursuant to California Revenue and Taxation Code section 3809, a proceeding based on alleged invalidity or irregularity of any proceeding instituted can only be commenced within one year after the date of execution of the Tax Collector's deed, and
9. That the property acquired pursuant to this agreement may contain hazardous wastes, toxic substances, or other substances regulated by federal, state, and local agencies. The SELLER in no way whatsoever assumes any responsibility, implied or otherwise, and makes no representations that the property(s) are in compliance with federal, state, or local laws governing such substances. The SELLER in no way assumes any responsibility, implied or otherwise, for any costs or liability of any kind imposed upon or voluntarily assumed by the PURCHASER or any other owner to remediate, clean up, or otherwise bring into compliance according to federal, state, or local environmental laws property purchased, and
10. That the SELLER and the PURCHASER agree that under United States Code, title 42, section 9601(20,d), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) expressly excludes local and state governments from clean up liability for properties they acquire as a result of tax delinquencies. Notwithstanding this provision, the PURCHASER shall defend, indemnify, and hold harmless the SELLER, its board of supervisors, officers, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this agreement, regardless of whether caused in part by a party indemnified hereunder, including but not limited to allegations that the SELLER and/or the SELLER's officers, directors, agents, employees, or volunteers are liable for costs or other charges related to the remediation, clean up, or other work necessary to bring any property purchased under this agreement into compliance with deferral, state, or local environmental laws, and
11. That the PURCHASER agrees to use the parcel for public purpose and the specified intent of use set forth by the PURCHASER as described in Exhibits "A" and "B" of this agreement.

The undersigned hereby agree to the terms and conditions of this agreement and are duly authorized to sign for said agencies.

ATTEST: TOWN OF FAIRFAX

(Purchaser)

By _____

(Seal)

ATTEST: BOARD OF SUPERVISORS

Clerk of the Board of Supervisors

By MARIN COUNTY

By _____

**Deputy Clerk, Board of Supervisors
County of Marin**

By _____

President, Board of Supervisors

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code, the governing body of the County of Marin hereby agrees to the sale price as provided in this agreement.

ATTEST: COUNTY OF MARIN

By _____

**Deputy Clerk, Board of Supervisors
County of Marin**

By _____

President, Board of Supervisors

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore set forth and pursuant to the provisions of Section 3795 approves the foregoing agreement this _____ day of _____

BETTY T. YEE, STATE CONTROLLER

By _____

EXHIBIT A

APN: 001-193-01 & 001-193-02

APN	First Year Defaulted	Default Number	
001-193-01	2013	27076	Total Purchase Amount
001-193-02	2013	27077	
Purchase Price			\$44,600.00
Transfer Tax			49.50
Monument Fee			0.00
Total Purchase Amount			\$44,649.50

Description
<p>APN: 001-193-01 ALL THAT CERTAIN real property situated in the City of Fairfax, County of Marin, State of California, described as follows: LOT 51, in R.M. BK.2 Pg.80, as the same is shown on that certain Map entitled, "P.H. Jordan Company Subdivision of Ridgeway Park, Marin County, California," filed March 30, 1907 in the Office of the County Recorder, County of Marin, State of California.</p> <p>APN: 001-193-02 ALL THAT CERTAIN real property situated in the City of Fairfax, County of Marin, State of California, described as follows: LOT 50, in R.M.BK 2 Pg.80, as the same is shown on that certain Map entitled "P.H. Jordan Company Subdivision of Ridgeway Park, Marin County, California," filed March 30, 1907 in the Office of the County Recorder, County of Marin, State of California.</p>
Intended Use
<p>To preserve open space.</p>

EXHIBIT B



TOWN OF FAIRFAX STAFF REPORT June 1, 2022

TO: Mayor and Town Council

FROM: Janet Coleson, Town Attorney

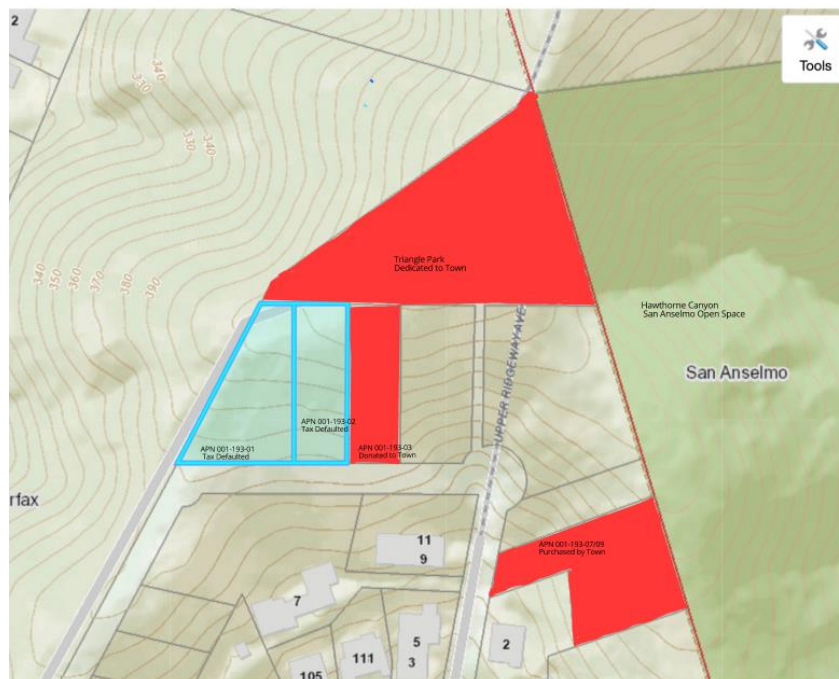
SUBJECT: Adopt a Resolution Approving an Agreement with the Marin Open Space Trust to Fund the Purchase of Two Undeveloped Parcels on Upper Ridgeway Avenue to Preserve Open Space and Authorizing the Town Manager to Execute the Agreement and Take All Necessary Actions to Complete the Purchase

RECOMMENDATION

Adopt a resolution approving an agreement with the Marin Open Space Trust (“MOST”) to fund the purchase of two undeveloped parcels on Upper Ridgeway Avenue to preserve open space and authorizing the Town Manager to execute the agreement and take all necessary actions to complete the purchase.

BACKGROUND

In 2021, the Fairfax Open Space Committee (FOSC) recommended the Town acquire two undeveloped parcels (APNs 001-193-01 and 001-193-02) on the unimproved portion of Upper Ridgeway Drive flanking the northeastern side of Fairfax (“the Parcels”). The Parcels are surrounded on three sides by vacant, undeveloped land, including one Town-owned parcel donated for open space purposes and the Town-owned “Triangle Park” – the fourth side borders the only two residentially developed parcels on Upper Ridgeway, 7 and 11 Upper Ridgeway Avenue. If acquired, the Parcels will create a substantial swath of Town-owned and preserved open space that will be contiguous with San Anselmo’s open space area (Hawthorne Canyon).



DISCUSSION

Staff recommends adoption of the current resolution, which will authorize the Town Manager to (1) execute an agreement with MOST to fund the purchase of the Parcels and (2) take any necessary subsequent actions to enact the agreement and purchase the Parcels on behalf of the Town, using MOST's funding. MOST is prepared to fund the entire estimated purchase price (\$45,000) using funds received through an anonymous donation for this purpose. The County of Marin has determined the Parcels are tax-defaulted and subject to tax sale, which allows the Town to purchase the Parcels for open space purposes.

FISCAL IMPACT

As MOST is depositing the entire amount necessary to fund the estimated purchase price of the Parcels, there is no direct fiscal impact to the Town at this time. Future maintenance of the Parcels as open space areas may indirectly increase staff and materials costs.

ATTACHMENT

Resolution with Exhibit A Funding Agreement with MOST

RESOLUTION 22-39

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX APPROVING AN AGREEMENT WITH THE MARIN OPEN SPACE TRUST TO FUND THE PURCHASE OF TWO UNDEVELOPED PARCELS ON UPPER RIDGEWAY AVENUE TO PRESERVE OPEN SPACE AND AUTHORIZING TOWN MANAGER TO TAKE NECESSARY ACTIONS TO ENACT THE AGREEMENT

WHEREAS, the Town of Fairfax, California (Town) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the Marin Open Space Trust (MOST) is a California nonprofit public benefit corporation organized to preserve and protect critical open spaces in the state; and

WHEREAS, two undeveloped parcels within the Fairfax town limits (APNs 001-193-01 and 001-193-02, or “the Parcels”) are available for purchase from the County of Marin (County) as the result of a tax-defaulted property sale through a negotiated sale to a public agency under Chapter 8, Part 6, Division 1, Revenue and Taxation Code (Section 3771 et seq.); and

WHEREAS, the Town desires to purchase and preserve as open space, and MOST desires to fund the purchase of, the Parcels for each party’s mutual benefit; and

WHEREAS, MOST has agreed to deposit the entire amount necessary to pay the estimated cost of the purchase price of the Parcels (\$45,000), inclusive of penalties, fees, and miscellaneous costs, upon execution of the Funding Agreement attached to this Resolution as **Exhibit A**, into escrow for use by the Town to purchase the Parcels.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Fairfax as follows:

SECTION 1. Recitals.

The above recitals are each incorporated by reference and adopted as findings of the Town Council.

SECTION 2. Authorization.

The Town desires to enter into the Funding Agreement with MOST, attached as Exhibit A, and hereby authorizes the Town Manager, or designee, to take all steps needed to execute the Funding Agreement and acquire the Parcels, including, without limitation, accepting and executing any other documents and any other actions as may be necessary in furtherance of the purchase of the Parcels.

SECTION 3. Certification.

The Town Clerk shall attest and certify to the passage and adoption of this Resolution and it shall become effective immediately upon its approval.

SECTION 4. Compliance with CEQA.

This resolution was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines (the Guidelines), and the environmental regulations of the Town. The Town Council hereby finds that this resolution is not subject to review under CEQA because it is not a “project” under State CEQA Guidelines section 15378. In addition, if this action were to be considered a project under CEQA, it is categorically exempt from further CEQA review under State CEQA Guidelines sections 15307 (actions for protection of natural resources) and 15308 (actions for the protection of the environment). None of the exceptions to these categorical exemptions apply, and consequently, this action is exempt from further CEQA Review. If the execution of the Funding Agreement or purchase of the parcels is deemed not to be categorically exempt from CEQA review, it is exempt under section 15061(b)(2).

The foregoing Resolution was duly passed and adopted at a Regular Meeting of the Town Council of the Town of Fairfax held in said Town on the 1st day of June, 2022, by the following vote:

AYES:
NOES:
ABSENT:

Mayor

Attest:

Town Clerk

FUNDING AGREEMENT

The Town of Fairfax, a California public agency (“**Town**”), and Marin Open Space Trust, a California nonprofit public benefit corporation (“**MOST**”), enter into this Funding Agreement (this “**Agreement**”), dated for reference purposes as of _____, 2022 (the “**Effective Date**”), and agree as follows:

1. Background. Two undeveloped parcels (Marin County APNs 001-193-01 and 001-193-02) on the undeveloped portion of Upper Ridgeway Avenue, within the corporate limits of the Town of Fairfax (“**Parcels**”) are available for purchase from the County of Marin (“**County**”) as a result of a tax foreclosure sale. Town intends to purchase the Parcels as Tax Defaulted Properties. These parcels adjoin open space owned by the Town and are part of a large area of undeveloped and scenic uplands including San Anselmo’s Hawthorne Canyon Open Space and private property formerly known as the Wall property. In accord with its mission to protect critical open spaces, MOST seeks to support the Town’s effort to secure the Parcels by donating funds to the Town, sufficient to pay the amount due to County for the full Redemption Amount and Tax Sale Fees for the Tax Defaulted Properties.
2. Purchase Price. The purchase price for the Parcels is currently estimated at \$44,600 (forty four thousand six hundred dollars), consisting of payment of past due taxes, penalties and fees, and other miscellaneous costs. The Town shall open an escrow with an escrow company selected by the Town, and MOST and the Town shall submit joint escrow instructions for use or return of deposited funds consistent with the terms of this Agreement. The costs of the escrow will be shared equally between the Town and MOST. Within 10 days of execution of the joint escrow instructions, MOST shall deposit the sum of \$45,000 (forty five thousand dollars) for the purposes set forth herein. Should the purchase price for the Parcels exceed \$45,000 (forty five thousand dollars), MOST agrees to deposit into escrow within 10 (ten) days’ notice provided in writing by the Town to MOST; such additional funds which shall not exceed \$5,000 (five thousand dollars) unless agreed to in writing by both parties.
3. Further Actions. Subject to Town’s right to elect not to move forward with the purchase of the Parcels as provided in paragraph 4 below, the Town shall take the necessary steps and fulfill all County required procedures to have the title transferred from the County to the Town and the Town will accept title to the undeveloped parcels specified above.
4. Closing of Parcels. If, for any reason other than a default under this Agreement by MOST, escrow for the Tax Default Sale has not closed within 18 (eighteen) months of the effective date of this Agreement, MOST may give notice to Town of its election to terminate this Agreement, and if the escrow for Parcels does not close within 10 (ten) days after such notice, this Agreement shall terminate with no further obligation by either party, and any funds shall be returned to MOST from the escrow within 20 (twenty) days of MOST’s notice to terminate. If no such demand is made, escrow shall be closed as soon as possible thereafter. If at any time Town elects not to move forward with the purchase of the Parcels, there will be no further obligation on the Town other than to authorize escrow to return any funds previously provided to the escrow by MOST under this Agreement.

LKJ
5/24/22

5. Reliance. MOST hereby acknowledges that Town is relying on MOST's timely payment, to the escrow as provided in this Agreement, of the entire purchase price for the Parcels in order to consummate the transaction contemplated through the Tax Default Sale.
6. Notices. Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or other electronic transmission has received a return receipt signed by the party so notified, or has other written evidence of receipt), and upon the second Business Day after mailing, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed in accordance with addresses set forth below the signature of the applicable party to this Agreement (or such alternate address as such party shall have specified in a notice delivered to the other party in accordance with this section).
7. Legal; Interpretation. This Agreement shall be governed by the laws of the State of California and venue for any dispute arising hereunder shall be in Marin County, California. The headings and captions of articles and sections used in this Agreement are for convenience only, and this Agreement shall be interpreted without reference to any headings or captions. Similarly, the presence or absence of language in prior drafts of this document shall not be used to interpret any provision hereof. This Agreement has been prepared and revised by attorneys for both parties, so any rule of law or construction that ambiguities are to be construed against the party responsible shall not apply.
8. Assignment; Successors Bound. Neither party shall assign this Agreement without the prior written consent of the other party.
9. Time of Essence. This Agreement shall be effective as of the date of full execution by both parties. Time is of the essence of this Agreement. A "**Business Day**" shall mean any day other than a Saturday, Sunday or holiday observed by the Marin County Recorder.
10. Attorneys' Fees. In the event either party shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the successful party in such proceeding shall be entitled to court costs and reasonable attorneys' fees to be determined by the Court or arbitrator. Without limiting the generality of the foregoing, the prevailing party shall be entitled to recover its attorneys' fees and other legal expenses incurred in connection with a bankruptcy or other insolvency-related proceeding of the other party (and including such fees and expenses incurred in efforts, whether successful or not, to obtain adequate protection, annulment, modification or termination of the automatic stay). The parties also agree that: (a) any attorneys' fees incurred in connection with the enforcement or collection of any judgment obtained in any suit or other proceeding with respect to the subject matter or enforcement of this Agreement shall be recoverable as a separate item; (b) the provisions of this Section 9 shall survive the entry of any judgment with respect to this Agreement; and (c) the provisions of this Section 9 shall not merge or be deemed to have merged into any such judgment.

LEJ
8/24/22

11. Counterparts; Facsimile and PDF Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute a single document. Signatures transmitted by facsimile and signatures transmitted by e-mailing a “pdf” signature shall be binding; provided, however, that any person transmitting his or her signature by facsimile or e-mail shall promptly send an original signature to the other parties in accordance with Section 5.

12. Possession and Use. Town will hold title to the Parcels and MOST will have no right of use or ownership of Parcels. In connection with the Town’s completion of the Application to Purchase Tax Defaulted Property to be submitted to the County of Marin, the Town agrees to check the box indicating the purpose of the purchase is “To preserve open space”. Town acknowledges that the Town’s intent in purchasing the Parcels is to retain the Parcels as open space. Notwithstanding the foregoing, if at any time the Town elects to use the Parcels for any other purpose, the Town agrees to return the funds provided by MOST to purchase the Parcels as provided herein, plus interest thereon at the rate of 2% per annum from the date of the closing of the purchase of the Parcels.

[Signatures on Following Page]

WCS
5/24/22

SIGNATURE PAGE FOR FUNDING AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

TOWN:

THE TOWN OF FAIRFAX,
a California public agency

By: _____

Address: _____

MOST:

MARIN OPEN SPACE TRUST,
a California public benefit corporation

By: _____

Name: BILL RONG

Title: BOARD CHAIR

Address: Marin Open Space Trust
BOX 4133
SAN RAFAEL, CA 94913
Attention: _____
Email: _____

With A Copy To: RALPH MIHAN, ESQ
BOX 150381
SAN RAFAEL, CA 94915
Attention: _____
Facsimile: _____