

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("this **Agreement**") is entered into as of September 20, 2017 (the "**Effective Date**"), by and between the Tamalpais Valley Improvement Club, a non-profit public benefit corporation ("**Seller**" or "**TVIC**") and the Tamalpais Community Services District, a government agency formed pursuant to California Government Code §61000 ("**Buyer**" or "**TCSD**"). Seller and Buyer are each referred to as a "**Party**" and collectively referred to herein as the "**Parties**."

## RECITALS

A. Seller is the owner of certain properties located in unincorporated Marin County, a.k.a., Tamalpais Valley, Marin County, California, known as County Assessor's Parcel Numbers 200-200-22 and 052-032-12, (the "**Tamalpais Valley Community Center**" or the "**Property**"), as more particularly described in Exhibit A attached hereto.

B. Beginning in 1994, TVIC leased the Property to TCSD for a nominal rent of One Dollar (\$1.00) per year. The lease (attached as Exhibit B) was amended once in 2003 and again in 2006. As amended, the lease has a fifty (50) year term, expiring on December 1, 2044. TCSD has managed the property from 1994 to the current time.

C. September 20, 2017 TVIC agreed to sell the Property to TCSD pursuant to the terms and conditions set forth in the Purchase and Sale Agreement, and the Use Agreement (attached as Exhibit C) for Tamalpais Valley Community Center.

D. Pursuant to this agreement, the Form of the Grant Deed, including the terms of Rezoning and the Right of the Reverter are provided in Exhibit D.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, Seller and Buyer hereby agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. PURCHASE AND SALE.

2.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Seller agrees to sell the Property to Buyer, and Buyer hereby agrees to acquire the Property from Seller.

2.2 Purchase Price.

(a) The purchase price for the Property to be paid by Buyer to Seller is One Dollar (\$1.00).

2.3 Payment of Purchase Price. The Purchase Price will be paid in immediately available funds to Seller at Closing (defined in Section 4 below).

3. DUE DILIGENCE AND PROPERTY DISCLOSURE REQUIREMENTS.

3.1 Condition of Title/Preliminary Title Report. Within fourteen days execution of this Agreement, Buyer will obtain a Preliminary Title Report for the Property (the "**Preliminary Report**"). Buyer will review the Preliminary Report and approve the following exception to title, (the "**Permitted Exception**"): (a) standard printed exceptions in the Preliminary Report.

3.2 Due Diligence Contingency Period. Buyer waives its opportunity to conduct physical inspections of the Property and due diligence related to the purchase of the Property.

3.3 Environmental and Natural Hazards Disclosure. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require Seller to provide certain disclosures regarding natural hazards affecting the Property. Seller agrees to make all necessary disclosures required by law.

4. CLOSING AND PAYMENT OF PURCHASE PRICE.

4.1 Closing. The closing (the "**Closing**") will occur no later than September 28, 2017.

4.2 Buyer's Conditions to Closing. Buyer's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or Buyer's written waiver thereof (in Buyer's sole discretion) on or before the Closing Date:

(a) Buyer has approved the condition of the Property.

(b) Seller has performed all obligations to be performed by Seller pursuant to this Agreement.

(c) Seller's representations and warranties herein are true and correct in all material respects as of the Closing Date.

(d) The Title Company is irrevocably committed to issue a CLTA Title Policy to Buyer, effective as of the Closing Date, insuring title to Buyer in the full amount of the Purchase Price.

4.3 Seller's Conditions to Closing. The Closing and Seller's obligation to sell and convey the Property to Buyer are subject to the satisfaction of the following conditions or Seller's written waiver (in Seller's sole discretion) of such conditions on or before the Closing Date:

(a) Buyer has performed all obligations to be performed by Buyer pursuant to this Agreement before the Closing Date.

(b) Buyer's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

4.4 Conveyance of Title. Seller will deliver marketable fee simple title to Buyer at the Closing, subject only to the Permitted Exceptions. The Property will be conveyed by Seller to Buyer in an "as is" condition, with no warranty, express or implied, by Seller as to the physical condition including, but not limited to, the soil, its geology, or the presence of known or unknown faults or hazardous materials or hazardous waste (as defined by state and federal law); provided, however, that the foregoing shall not relieve Seller from disclosure of any such conditions of which Seller has actual knowledge.

## 5. REPRESENTATIONS, WARRANTIES AND COVENANTS.

5.1 Seller's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants and covenants to Buyer that the statements below in this Section 5.1 are each true and correct as of the Closing Date provided however, if to Seller's actual knowledge any such statement becomes untrue prior to Closing, Seller will notify Buyer in writing and Buyer will have three (3) business days thereafter to determine if Buyer wishes to proceed with Closing.

a. Authority. Seller is a California corporation, lawfully formed, in existence and in good standing under the laws of the State of California. Seller has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Seller, and upon delivery to and execution by Buyer is a valid and binding agreement of Seller.

b. Encumbrances. Other than the Lease, Seller has not alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any Agreement to do so, and there are no liens, encumbrances, mortgages, covenants, conditions, reservations, restrictions, or other matters affecting the Property, except as disclosed in the Preliminary Report. Seller will not, directly or indirectly, alienate,

encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest prior to the Closing, as long as this Agreement is in force.

c. Lease and Zoning. There are no agreements affecting the Property except those which have been disclosed by Seller. There are no agreements which will be binding on the Buyer or the Property after the Closing (lease becomes void upon implementation of this agreement).

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement are conditions precedent to Buyer's obligation to proceed with the Closing hereunder. The foregoing representations and warranties shall survive Closing or the expiration or termination of this Agreement and shall not be deemed merged into the deed upon closing.

5.2 Buyer's Representations and Warranties. In addition to the representations, warranties and covenants of Buyer contained in other sections of this Agreement, Buyer hereby represents, warrants and covenants to Seller that the statements below in this Section 5.2 are each true as of the Effective Date, and, if to Buyer's actual knowledge any such statement becomes untrue prior to Closing, Buyer shall so notify Seller in writing and Seller shall have at least three (3) business days thereafter to determine if Seller wishes to proceed with Closing.

(a) Buyer is a government agency formed pursuant to California Government Code §61000. Buyer has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Buyer, and upon delivery to and execution by Seller shall be a valid and binding agreement of Buyer.

(b) Buyer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement are conditions precedent to Seller's obligation to proceed with the Closing hereunder.

6. REMEDIES. In the event of a breach or default under this Agreement by Seller, if such breach or default occurs prior to Closing, Buyer reserves the right to either (a) seek specific performance from Seller or (b) to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until Seller is able to perform; or (iii) to terminate this Agreement upon written notice to Seller, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder.

7. BROKERS. Buyer represents that no real estate broker has been retained by Buyer in the procurement of the Property or negotiation of this Agreement. Buyer shall indemnify, hold harmless and defend Seller from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of Buyer's conduct.

8. ASSIGNMENT. Absent an express signed written agreement between the Parties to the contrary, neither Seller nor Buyer may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent may be withheld for any reason. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement. Notwithstanding the foregoing, Buyer does not have the right to assign its rights hereunder to an entity in which Buyer maintains a controlling interest, without Seller's consent; however, Buyer will not be relieved of any of its obligations under this Agreement.

9. MISCELLANEOUS.

9.1 Attorneys' Fees. If any Party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing party" shall mean the party determined by the court to most nearly prevail and not necessarily the party in whose favor a judgment is rendered.

9.2 Interpretation. This Agreement has been negotiated at arm's length and each Party has had the opportunity to be represented by independent legal counsel in this transaction and this Agreement. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party drafting it.

9.3 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Closing.

9.4 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

9.5 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

9.6 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof and cannot be amended or modified except by a written instrument executed and delivered by the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any party is relying upon in entering this Agreement that are not fully expressed herein.

9.7 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is in keeping with the intent of the Parties as expressed herein.

9.8 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

To Buyer: Tamalpais Community Services District  
305 Bell Lane  
Mill Valley, CA 94941  
(415) 388-6393  
Attn: General Manager

To Seller: Tamalpais Valley Improvement Club  
P.O Box 1446  
Mill Valley, CA 94942  
(415) 383-3691  
Attn: President

Any such communication shall be deemed effective upon personal delivery or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will

accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

9.9 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

9.10 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

9.11 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

9.12 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

9.13 Waivers. Any waiver by any party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any party. Consent by any party to any act or omission by another party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

9.14 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

9.15 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between parties is effective, executed, or delivered, as of the Effective Date.

9.16 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a

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valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**[Signature Page Follows]**





IN WITNESS WHEREOF, this Agreement is executed to be effective as of the date first set forth above.

Seller: **Tamalpais Valley Improvement Club**

By:   
Curry Eckelhoff, President

Endorsed By:

  
Olivia Jacobs, Secretary

  
Roberta Ricketts, Board Member

  
Ellen Peterson, Board Member

Buyer: **Tamalpais Community Services District**

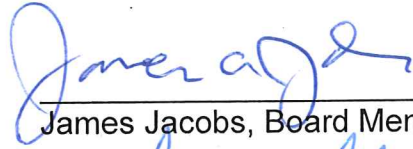
By:   
Heather Abrams, General Manager

Endorsed By:

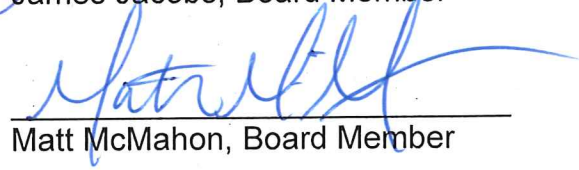
  
Stephen Bartschat, Board President

  
Steven Levine, Board Vice President

  
Jeff Brown, Board Member



James Jacobs, Board Member



Matt McMahon, Board Member

LIST OF EXHIBITS

- Exhibit A     Legal Parcel Description
- Exhibit B     Lease Agreement
- Exhibit C     Use Agreement for Tamalpais Valley Community Center
- Exhibit D     Form of Grant Deed

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