



Captured from
Gracie Strong. Org
Notice TM designation
above G

Joseph and Sons
Preliminary Obelisk Designs

10.c



G is
a TM
Logo



Attachment: Artist Designs (CENTRAL PARK MEMORIAL PROJECT)

**CASTAIC
LAKE**



**WATER
AGENCY**

December 11, 1995

GEORGE CARAVALHO
City Manager
City of Santa Clarita
23920 Valencia Blvd.
Santa Clarita, CA 91355

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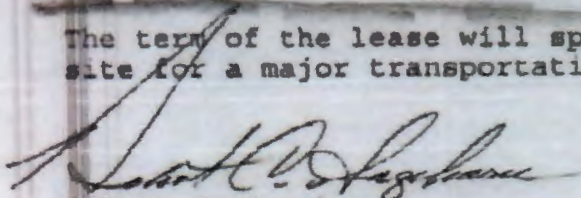
This letter is delivered to you prior to execution of the proposed MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SANTA CLARITA AND THE CASTAIC LAKE WATER AGENCY RELATIVE TO THE USE OF SITE FOR PARK AND SPORTS FACILITY PURPOSES to clarify an issue related to preliminary plans for or future use of any portion of the "SITE" for a major transportation roadway.

The uses of the site that will be authorized in the lease referenced in the memorandum will be for park and sports facilities together with internal roadways and parking only.

GENERAL MANAGER
ROBERT C. SAGEHORN

The term of the lease will specifically exclude use of the site for a major transportation roadway of any type.

ATTORNEY
ROBERT H. CLARK


Robert C. Sagehorn
General Manager

SECRETARY
LINDA J. FLEMING

cc: Mayor Jo Anne Darcy
Each CLWA Board Member
Rick Putnam

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF SANTA
CLARITA AND THE CASTAIC LAKE WATER AGENCY
RELATIVE TO THE USE OF SITE FOR
PARK AND SPORTS FACILITY PURPOSES

This Memorandum of Understanding ("MOU") is made by and between the City of Santa Clarita ("City") and the Castaic Lake Water Agency ("CLWA") with respect to the proposed use of a site on CLWA property exclusively for park and sports facility purposes. (Map of site attached.)

This MOU is made pursuant to facts, understandings and/or assumptions of City and CLWA as follows:

- CLWA desires a "public use" buffer zone on the site.
- City desires to develop the site, at its own expense, exclusively for park and sports facility purposes which are compatible with CLWA's desire for a public use buffer zone.
- City and CLWA both desire that City commence a community involvement process to assist in the development of a park and sports facility Design Development Plan.
- City and CLWA are jointly committed to an appropriate environmental review process in which City shall serve as lead agency in the preparation of a park and sports facility Design Development Plan for the site.
- City and CLWA jointly pledge to work cooperatively to develop appropriate lease arrangements concerning the site, subject to guidelines and objectives as set forth in this MOU.

NOW, THEREFORE, IT IS AGREED by City and CLWA as follows:

1. Park and Sports Facility Design Development Plan.
City shall prepare a Design Development Plan of proposed park and sports facility improvements over the entire area of the site. The Design Development Plan shall include phased developments which are scheduled and budgeted for construction. Proposed phasing of increments of park and sports facility development shall be accomplished in a manner compatible with maintenance of dry farming activity on the portions of the site not yet developed for park and sports facility purposes. All City uses of the site shall be compatible with CLWA's security needs for its water treatment operations.

2. Environmental Review of Design Development Plan. City shall be the lead agency in the environmental review of the proposed park and sports facility improvements.

3. Lease of Site and Lease Provisions. The lease of the site shall be prepared by CLWA and submitted by CLWA to City for review and comment by City. The lease shall include all relevant Park and Sports Facility Design Development Plan provisions and shall be consistent with commitments made as part of the environmental review of the Design Development Plan. The lease is intended to include provisions as follows:

- Area Description. The lease shall include a legal description and a map of the site.
- Term: An initial term of fifteen (15) years on the entire site is to be provided, subject to longer terms of lease for portions of the site upon which substantial structures of significant value are constructed.
- Compensation to CLWA. Consideration paid by City to CLWA for the initial lease term shall be \$1,500.00 upon lease execution, as well as compliance with all other terms and conditions of the lease. Provisions for compensation of CLWA beyond the initial lease term are to be negotiated by City and CLWA.
- Development Costs, Operation, and Maintenance. City to pay all development, operation and maintenance costs associated with the park and sports facilities. Detailed site development plans for each phase of site improvements shall be submitted to CLWA a minimum of three (3) months prior to construction to permit CLWA to verify compatibility with its water treatment operation.
- Water Use and Payments. CLWA shall have exclusive groundwater extraction rights on the site. City shall accordingly purchase water for use on the site from authorized retail purveyors, and shall pay to CLWA all facility capacity (connection) fees of CLWA at the time of development of each phase of site improvements.
- Perimeter Fence. City shall construct at City's expense a perimeter fence acceptable to CLWA which surrounds all portions of the site as and when devoted to park and sports facility purposes. Notwithstanding

other provisions in the lease, all areas of the site outside of the perimeter fence are to remain in the possession of CLWA or its agents for dry farming "buffer use" purposes, except for a row of trees along the westerly edge of the site which shall be maintained by the City beginning with the commencement of the initial lease term.

- Utilities and Property Access. All utilities are to be underground. CLWA shall reserve in the lease all rights of way or other property interests reasonably needed by CLWA for ultimate development of all remaining CLWA property.
- Liability and Insurance. City shall indemnify, hold harmless and insure the interests of CLWA with respect to the site.
- Joint Recognition. A monument sign at the entrance to the site shall recognize the cooperation of City and CLWA with respect to the park and sports facilities. The name of the park shall be acceptable to CLWA.
- Commercial Activity. Commercial activity is not to be permitted on the site, except as mutually agreed by City and CLWA as being compatible with park and sports facility purposes. A negotiated percentage of any commercial revenue shall be paid by City to CLWA as additional rent.

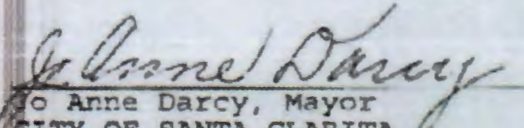
4. Sewer Service Master Plan. CLWA shall prepare a storm and sanitary sewer master plan for the entire ownership of CLWA's land, and shall identify land areas to be reserved for storm and for sanitary sewers and/or leach fields within the site. City shall incorporate this storm and sanitary sewer master plan into the planning of its park and sports facility master plan. CLWA and City shall share sewer service construction costs on the site in proportion to the capacity required by each.

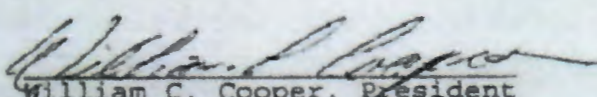
5. Untreated And/or Reclaimed Water Master Plan. CLWA shall prepare a feasibility study on immediate and longer term use of untreated and/or reclaimed water within the site. City shall design park and sports facilities to permit use of untreated and/or reclaimed water, and shall use untreated and/or reclaimed water on the site to the maximum extent legal and feasible when available.

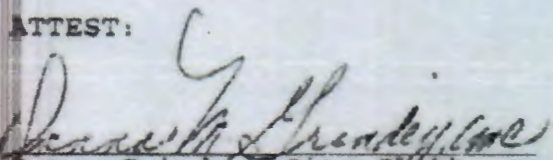
6. Traffic Signal Except for any reasonable time extensions granted by City to its signal light construction contractor, City shall within six (6) months of the commencement of the initial lease term install a traffic signal at the current site entrance road which connects with Bouquet Canyon Road unless through the warrant process the City determines it is not legally possible or permissible to install said traffic signal.

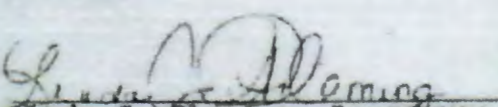
7. Value of Property. City and CLWA shall agree upon the minimum value of the fee interest of CLWA in the leased area, and City shall not acquire that fee interest, if at all, except for a sum not less than that value, subject to escalations as negotiated by City and CLWA unless such acquisition is agreed to by both City and CLWA.

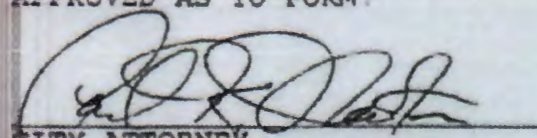
DATED: December 11, 1995


Anne Darcy, Mayor
CITY OF SANTA CLARITA


William C. Cooper, President
CASTAIC LAKE WATER AGENCY

ATTEST:

Donna Grindey, City Clerk
CITY OF SANTA CLARITA 12-11-95

ATTEST:

Linda J. Fleming, Secretary
CASTAIC LAKE WATER AGENCY

APPROVED AS TO FORM:

CITY ATTORNEY