

**CARR LAKE PARK DEVELOPMENT AND RESTORATION PROJECT  
MEMORANDUM OF UNDERSTANDING (MOU)  
SUMMARY 3/4/24**

**Project Background:** Big Sur Land Trust (BSLT) and City of Salinas have worked together collaboratively since 2008 to explore opportunities to acquire some portion of Carr Lake to build a public park and open space in the heart of the City. In 2014, BSLT was contacted by one of the Carr Lake property owners to see if there was interest in acquiring their 73-acre property. BSLT raised public and private funding to purchase the 73-acre property and assumed ownership in 2017.

Since then, BSLT has been planning, designing, permitting and fundraising for a two-phase park development project, with the ultimate goal of the entire 73-acre property to be owned and managed by the City as a public park. Implementation of the Carr Lake Park Project realizes a goal long held by the City and its residents, as exemplified by its consistency with numerous city plans and initiatives, including the General Plan, which has identified the area as “park” since 2002. BSLT has fundraised for and received over \$27 million in funding to support this project to date. In November 2022, the Salinas City Council unanimously approved allocation of \$1 million from the fiscal year 2022 available fund balance to BSLT for construction of the Project.

BSLT, working with community partners including Center for Community Advocacy and CSUMB’s Habitat Stewardship Project, held formal community meetings to engage residents in the iterative park design process, which included educating residents about Carr Lake, explaining the project, and soliciting ideas. In addition to the formal meetings, BSLT and partners also held dozens of site tours, school field trips, educational programs, surveys, and community stewardship workdays at the site to engage residents of all ages and collect input on the project design. Over 6,700 residents have participated in these and other project activities. The input collected was analyzed, considered and incorporated into the park design plan to the greatest extent feasible. As a result, the project design directly reflects community input and guidance.

As project construction is nearing, BSLT and City staff drafted a Memorandum of Understanding (“MOU”) for the purpose of coordinating and memorializing the planning, ownership, and long-term management of the Carr Lake Park Project. The MOU details the roles and responsibilities of each party, as well as the plans to transfer to the City each phase of the park once construction is complete. Additionally, public and private grants and agency permits secured by BSLT have specific deliverables, timelines and deadlines that are detailed in the MOU.

**Key MOU Details:**

1. Phase 1: 6-acre Neighborhood Park

- a. Will start construction in spring 2024 and following construction will be transferred to the City to own and operate starting in spring 2025. This project phase includes construction of traditional park amenities such as bathrooms, picnic tables, a skate-spot, trails, parking lots, basketball court, gazebo and/or playground. BSLT is responsible for all construction costs.
- b. Prior to transfer to the City, BSLT will revise current legal parcel boundaries in coordination with the City to match future park boundaries for both the neighborhood park and restoration area.
- c. After transfer, City will be responsible for opening the park to the public in a timely manner, ideally within 30 days of transfer, and for all management and maintenance of the neighborhood park going forward. It is a requirement that the park be open to the public from dawn to dusk daily, which is consistent with other City parks.
- d. BSLT will retain access rights to and through the 6-acre park to facilitate construction of the adjacent restoration area and will retain access to and use of the groundwater well for irrigating the restoration area. Adjacent landowners also retain access rights through the 6-acre park to access their farm fields.

2. Phase 2: 67-acre Restoration and Open Space Area

- a. Will start construction in spring 2025 and following construction will be transferred to the City to own and operate starting in spring 2026. This project phase includes restoration of creek and wetland habitat, planting, fencing, signage and trail construction. BSLT is responsible for all construction costs.

- b. After transfer, City will be responsible for all management and maintenance of the restoration area, specifically, general trash pickup, any graffiti removal, patrols, pedestrian and maintenance bridges, crossings, boardwalks, trails maintenance, perimeter fencing, sediment removal, upkeep maintenance, mowing and weeding, all subject to and in accordance with City parks policies.
  - c. After transfer, BSLT will be responsible for implementing vegetation and habitat management, including invasive plant removal, as required under grant agreements and permits to ensure that the restoration is successful, subject to local regulations. This includes collaboration with the City on sediment removal. BSLT will handle all monitoring and reporting as required under grant agreements and permits, implement an adaptive management plan, and coordinate compliance with timeframe requirements under permits and grant conditions. Additionally, BSLT will install/maintain temporary wildlife exclusion fencing (i.e., food safety fencing) each year, in coordination with farming neighbors. BSLT and City will coordinate on transfer of these management tasks in the Park Restoration and Open Space Area to City as appropriate and mutually agreed.
  - d. It is a requirement that the park be open to the public from dawn to dusk daily, which is consistent with other City parks.
  - e. BSLT will retain access rights through the 6-acre park to facilitate construction of the adjacent restoration area. Adjacent landowners also retain access rights through the restoration area to access their farm fields.
3. Houses
- a. The property contains two residential homes, currently occupied by tenants. It is anticipated that one house (the “front house”) will be transferred (donated) to the City, independent of the construction schedules mentioned above, to be managed by the City as part of their affordable housing program. The other house (the “back house”) may be transferred to the City as well. It can be used for caretaker housing or storage of park related tools or equipment or it can be demolished, but it can no longer be occupied as a residential home.
4. Legal Mechanisms and Restrictions
- a. Once the MOU is approved, City and BSLT will further negotiate the terms of:
    - i. Purchase & Sale Agreement covering reserved rights and two fee title escrow closings, and including a Grant Deed for the Neighborhood Park portion of the Property and a Grant Deed for the Restoration Area portion of the Property, and
    - ii. Restoration Area Habitat Management Agreement covering the period during which restoration work is being done in the Restoration Area including after the transfer of Restoration Area fee title to City.
    - iii. Water System Easement for BSLT’s ongoing use of the well.
    - iv. Other agreements and instruments, as needed.
  - b. MOU shall terminate one year following the expiration of all the terms set forth in the Grants and Permits.
  - c. The property is deed restricted by multiple State agencies and is restricted to certain uses including public access, open space protection, wildlife habitat and environmental restoration. Any change of use or transfer of ownership requires prior approval from these agencies.
  - d. BSLT is responsible for implementing grant and permit conditions and reporting for a period of up to 10 years post construction.
  - e. After each transfer is complete, the City is responsible for assuming obligations to continue to operate the Neighborhood Park and the Restoration Area as required by two State agencies who have provided funding for the project (California Natural Resources Agency and California State Parks).
  - f. To address concerns for maintenance funds over the long term, BSLT will work with the City and the community to investigate and develop funding mechanisms for long term maintenance of the park. In addition, BSLT will also work with the City and community to explore potential public-private partnership models such as the development of a supporting community-based organization (e.g., a “Friends of Carr Lake”) to assist with certain park maintenance and monitoring tasks or other activities as may be appropriate.