

MEMORANDUM OF UNDERSTANDING

JOINT-USE SCHOOL-PARK AGREEMENT
NEW REPUBLIC ELEMENTARY SCHOOL - HARDEN NEIGHBORHOOD PARK

I. PARTIES TO THIS AGREEMENT

Santa Rita Union School District ("District")
City of Salinas ("City")

II. PURPOSE/BACKGROUND

The purpose of this agreement is to assure that the educational and recreational needs of the Harden Ranch Community are met by establishing a Joint-Use Park at the east side of the Harden Ranch Community as part of an elementary school site in the Santa Rita School District. In order to meet these common needs, it is necessary for the City of Salinas and Santa Rita School District to combine resources.

III. SCHOOL-PARK DESCRIPTION

The School-Park on the New Republic Elementary School-Harden Park site is located in the east end of the Harden Ranch Community at the intersection of Arcadia and Emerald Streets, Salinas CA. The joint-use park portion of the site shall be composed of the following three areas as depicted on the diagram attached hereto and incorporated herein as Exhibit A (hereinafter "Site Plan"):

1. Area 1: Picnic Area with Small Children play area – northwest corner of the school site bounded by Arcadia Street on the north.
2. Area 2: Playfields – southern portion of the school site bounded by Emerald Street on the east.
3. Area 3: Hard court and parking area – hard court area is immediately south of the school buildings. After school-hours parking area is off Emerald Street.

IV. AGENCY ROLES

A. City of Salinas Responsibilities

1. Design and construct the park facilities, including playground fields and open space, picnic and small children play area, shared hardscape court area, a shared parking area, landscaping and irrigation, in cooperation with the District's design of the school.

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NEW REPUBLIC SCHOOL – HARDEN RANCH PARK**

2. Construct initial improvements including utilities, grading, landscaping, irrigating, parking, curbs and gutters and sidewalks, hardcourt area and park recreation equipment approximately equivalent to other City neighborhood parks as designated on site plans as agreed to by both parties. Northeast Assessment District and park fees will be allocated to pay for these improvements.
3. Provide the necessary signs for the Area 1 and 2 park facility.
4. Provide the necessary keys to gates to the District and an orientation session on the operation of any time clocks, which may affect the Joint-Use Park.
5. Provide park grounds upkeep, maintenance, and repairs for Areas 1 and 2 similar to those at other city parks. City shall pay 60% of that cost as described below.
6. City shall annually at the beginning of each fiscal year present a proposed budget to the District for the ongoing maintenance and repair costs for Areas 1 and 2. Upon City and District agreement on the proposed budget the City shall be responsible for 60% of the annual cost based upon a fiscal year end annual accounting of actual costs. City shall not refuse to approve any aspect of the annual budget that would cause Areas 1 or 2 to fall below the standard level of service and amenities provided to other City parks or cause a health or safety hazard to the public during the applicable term of the budget.
7. City agrees that Open Space Areas 2 and 3 may be restricted for public use during normal school operating hours, defined as 7 A.M. to 3:30 P.M. during school days and 7 A.M. to 1:00 P.M. if summer school is in session at the school. In the event the District desires to modify the school schedule to a year round schedule, the District and City will develop a schedule prior to the District's conversion to year round operation of the school to assure community access to Open Space Areas 2 and 3 during school operating hours.
8. City shall schedule the park for group use. City shall have the right to schedule the use of Open Space Area 2 Playfields during non-school hours (after 3:30 P.M. during school days and all day on weekends and during school break periods). School shall have the right to use Area 2 in the same manner as other groups except that it may preempt another activity with at least 60 days notice no more than once per year.
9. In the event School District abandons its plan to develop a school on the site or is unable to proceed with construction within three (3) years of the date of this agreement, City shall have the right to proceed with development of any of all of designated open space Areas 1, 2 and 3. In the event School District has not completed acquisition of said areas 1, 2 and 3 City shall have the right to proceed with

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purchase of any or all.

10. City of Salinas shall document development costs of Areas 1, 2 and 3 in an amount not less than \$1,500,000 in lieu of the purchase of land. If the actual costs for said development costs are less than \$1,500,000, the difference between the actual costs and \$1,500,000 shall be applied toward the District's obligation for ongoing maintenance and repair costs associated with areas 1 and 2 until the balance is fully expended.

B. School District Responsibilities

1. Purchase the twelve-acre (approximate) school site in the Harden Ranch Community as depicted in Exhibit B-3, the School Property Description, hereto.
2. Design the school fields, hardtop, parking, and outdoor equipment in cooperation with the City.
3. Provide for a trash bin available to the Park and provide trash pick-up as needed. District shall not allow the accumulation of trash on the site.
4. Provide the necessary keys to gates to the City of Salinas and an orientation session on the operation of any time clocks, which may affect the Joint-Use Park.
5. City shall annually at the beginning of each fiscal year present a proposed budget to the District for the ongoing maintenance and repair costs for Areas 1 and 2. Upon City and District agreement on the proposed budget the District shall be responsible for 40% of the annual cost based upon a fiscal year end annual accounting of actual costs. District shall not refuse to approve any aspect of the annual budget that would cause Areas 1 or 2 to fall below the standard level of service and amenities provided to other City parks or cause a health or safety hazard to the public during the applicable term of the budget.
6. District shall reimburse City annually for its share of costs of upkeep, maintenance and repair at the end of each fiscal year within 60 calendar days of receipt of the fiscal year end accounting provided by the City.
7. District agrees that Picnic and Play Area 1 shall be open to the public at all times and shall not be restricted by school use.
8. District agrees that Open Space Areas 2 and 3 may be restricted for public use during normal school operating hours, defined as 7 A.M. to 3:30 P.M. during school days and 7 A.M. to 1:00 P.M. if summer school is in session at the school. In the event the District desires to modify the school schedule to a year round schedule, the District

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and City will develop a schedule prior to the District's conversion to year round operation of the school to assure community access to Open Space Areas 2 and 3 during school operating hours.

9. District shall have the right to use Area 2 and 3 during non-school hours in the same manner as other groups, except that it may preempt another activity with at 60 days notice no more than once per year.
10. District shall attach this agreement to and make reference to it in the property deed for an easement for park purposes and title documents to the City. The grant of easement shall be in the form attached hereto as Exhibit C and shall be recorded against the property.
11. District agrees that no structures will be placed upon Open Space Areas 1 and 2 except as agreed to by the City.

V. FACILITY USE AGREEMENT

The City of Salinas and the Santa Rita Union School District agree to work to the benefit of youth sports programs to the local community. In realizing the value of these programs, all agencies agree to work together to make appropriate facilities available for use by the community sports groups.

A. Schedule of Facility Uses

1. Park use by community and sports groups shall be limited to times and dates when school is not in session. Generally, school session shall be defined as from one hour before school to one hour after school, i.e. 7:00 a.m. to 3:30 p.m. or 7:00 a.m. to 1:00 p.m. during any summer when there is a summer school scheduled at the school.
2. Park use by individuals shall not be limited to time but to location. Individuals using the park shall be noticed by signs at all entrances that they may not approach, be part of, or interfere with in any way the activities of the school.
3. The Recreation-Parks Department of the City of Salinas shall be responsible for the coordination and submittal of individual facility use requests on behalf of the community sports groups within the City of Salinas or the Santa Rita Union School District boundaries.
4. The Recreation-Parks Department of the City of Salinas shall be responsible for the coordination and submittal of individual facility sports groups within the City of Salinas or Santa Rita Union School District boundaries.

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5. The Santa Rita Union School District Maintenance Department will notify the City, in writing, of any facilities that will not be available to be used for the upcoming year because of maintenance projects or safety concerns.
6. The approved process for the handling of facility use requests shall be determined by the City. The City shall require that groups using the Park facilities indemnify and hold the District and City harmless for injuries or losses, personal or material, which occur during or as a result of use of the Park facilities.
7. Groups utilizing Park facilities shall be required to furnish proof of property damage and bodily injury insurance in the amount of no less than \$1 million dollars per claim naming the City and District as additional insured by endorsement. Proof of such insurance shall be submitted to the City of Salinas upon application for use and shall be in a form acceptable to the City's Risk Manager. Maintenance of the above-described insurance policy or policies and filing same with the City prior to any use of any portion of the Neighborhood Park is a condition precedent to any and all user groups' use of the Neighborhood Park.

VI. INTERAGENCY AGREEMENTS

A. Mutual Indemnity.

The District and the City hereby mutually agree to indemnify, defend, and hold harmless, each as to the other, for any claims, costs, damages, demands, liability or other loss arising out of each parties' respective performance under this Agreement. The purpose of this section is to acknowledge that the District and the City shall each be responsible, under principles of equitable indemnity, for their respective fault or acts of negligence. If, for example, the District or the City, commits an act of negligence or an intentional act leading to litigation in which the other party had no participation, the non-participating party in such act shall be completely indemnified, defended, and held harmless by the other party. In all other cases, the principles of equitable indemnity shall control. Nothing herein is intended to impose upon the District or the City the responsibility to indemnify, defend, and hold harmless the other for the negligent or intentional acts of the other party.

B. Maintenance and Supervision

1. Recommendation for (1) major maintenance or renovation or (2) routine contracted maintenance services not provided by the City or District crews to the Joint-Use Park property shall come from the City Department of Recreation-Parks or the school administration. Any recommendation for approval will be sent to the City and District for consideration and approval. Major maintenance or renovation may be conducted by the City crews or by outside contractors. The cost of major maintenance and repair services will be shared as 60% by the City and 40% by the

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District as specified herein.

2. A user group can assist with renovation or construction of facilities. A written request for projects involving user group donations must be submitted for City and District approval. Both City and District must approve the renovation or improvement. Work may be conducted by City crews or private contractor as determined by City staff. In the event community volunteers are involved in renovation, improvement or construction activities, the City shall obtain liability releases forms from community volunteers and shall oversee all work performed by volunteers.
3. Routine upkeep such as lawn mowing and sprinkler repair within the Joint-Use Park property shall be done by City crews in the same manner as they maintain other parks.

Daily maintenance such as trash pick up, filling in small holes, etc. will continue to be the responsibility of each user group. The District shall provide trash dumpsters for School and Park use. District shall not allow the accumulation of trash on the site.

4. The cost of extra but necessary contracted maintenance services to the Joint-Use Park beyond the scope of District or City crews such as rodent control shall be shared 60% City and 40% District.
5. Each user group is responsible for providing sanitary facilities, protection of facilities from abuse and damage and for supervising the activities of their group during their scheduled use. This includes clean up, participant conduct, appropriate parking, and other reasonably related results of their use of the park.
6. Maintenance or supervision concerns expressed by the District are to be directed to the City Recreation-Parks for follow-up with the appropriate user groups.
7. The City Recreation-Parks Department will submit an annual written report of major maintenance projects or safety concerns that may affect the scheduling of outdoor athletic facilities to the City and District. The report will be for a twelve (12) month period of time from July 1-June 30 and will be due by April 1. The purpose of the report is to provide City and District staff information about when the park is available for use in scheduling for the projects that are known at the time of the report.

C. Facility and Park Use Fees

1. Fees, if any, shall be established by the City as prescribed by City ordinances and resolutions.

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2. The basis for non-profit user fees shall not exceed actual costs incurred in providing such services by that entity.

D. Communication

1. The City Recreation-Parks Department shall act as a communication liaison between the Santa Rita Union School District and the community sports groups on items relating to facility use scheduling. All communication between the Santa Rita Union School District and the community sports groups are to be channeled through the City Parks & Recreation Department.

E. Park Ownership

1. The park property shall be part of the school site, which shall be purchased by and owned by the District.
2. The District shall grant to City an easement for permanent use of Area 1 and Area 2 of the Park property to the City as a public park pursuant to this agreement, which shall be recorded against the property.
3. If the District ever vacates the school site, ownership of Area 1 and Area 2 of the Park property shall be transferred in an appropriate legal fashion to the City and without further cost to the City in consideration of their original use of the city park fees to construct the Park. Said transfer shall occur at the time the District officially takes action to abandon the site. If the State of California holds a lien on the school and property, the district will clear the lien as a condition of transfer of ownership.
4. If the District determines to sell the school site adjacent to the Joint-Use Park site, the City shall be granted first right of refusal on any part or the whole of the school site and improvements at the future fair market value.

F. Termination or Modification of Agreement.

The easement and this agreement shall remain in full force and effect until terminated by mutual consent or revised by the parties. This agreement shall only be modified in writing executed by the parties hereto.

G. No Joint Liability for Debts.

The debts, liabilities, and obligations of the agencies shall not be debts, liabilities, and obligations of the parties to this agreement.

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H. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

I. Notices.

Any and all notices or other communications either party desires to or is required by this Agreement or by law to be given to either party to this Agreement by the other party to this Agreement, shall be in writing and either served personally or sent by prepaid first class mail. Such notices or other communications shall be addressed to the other party at the address set forth below. Either party may change its address by giving written notice of such change of address to the other party in accordance with the provisions of this paragraph. Notice shall be deemed communicated within five (5) business days after the date of mailing, if mailed as provided in this paragraph.

SANTA RITA UNION ELEMENTARY SCHOOL DISTRICT
57 Russell Road
Salinas, California 93906-4325
Attn: Superintendent

CITY OF SALINAS
200 Lincoln Avenue
Salinas, California
Attn: City Manager

J. Assignment and Delegation.

Neither party shall have the right or power, without the other party's written consent, to assign its rights or delegate its duties pursuant to this Agreement.

K. California law applies.

This agreement shall be construed pursuant to the laws of the State of California. The venue for all disputes arising under this agreement shall be in the County of Monterey, California.


APPROVED BY ACTION OF THE

BOARD ON: 2-20-03


APPROVED BY ACTION OF THE

CITY COUNCIL ON: 1-7-03

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NEW REPUBLIC SCHOOL - HARDEN RANCH PARK**



Santa Rita Union School District
Board President




Mayor, City of Salinas



ATTEST
SRUSD Board Clerk

ATTEST
City Clerk, City of Salinas

Approved as to Form
District Legal Counsel

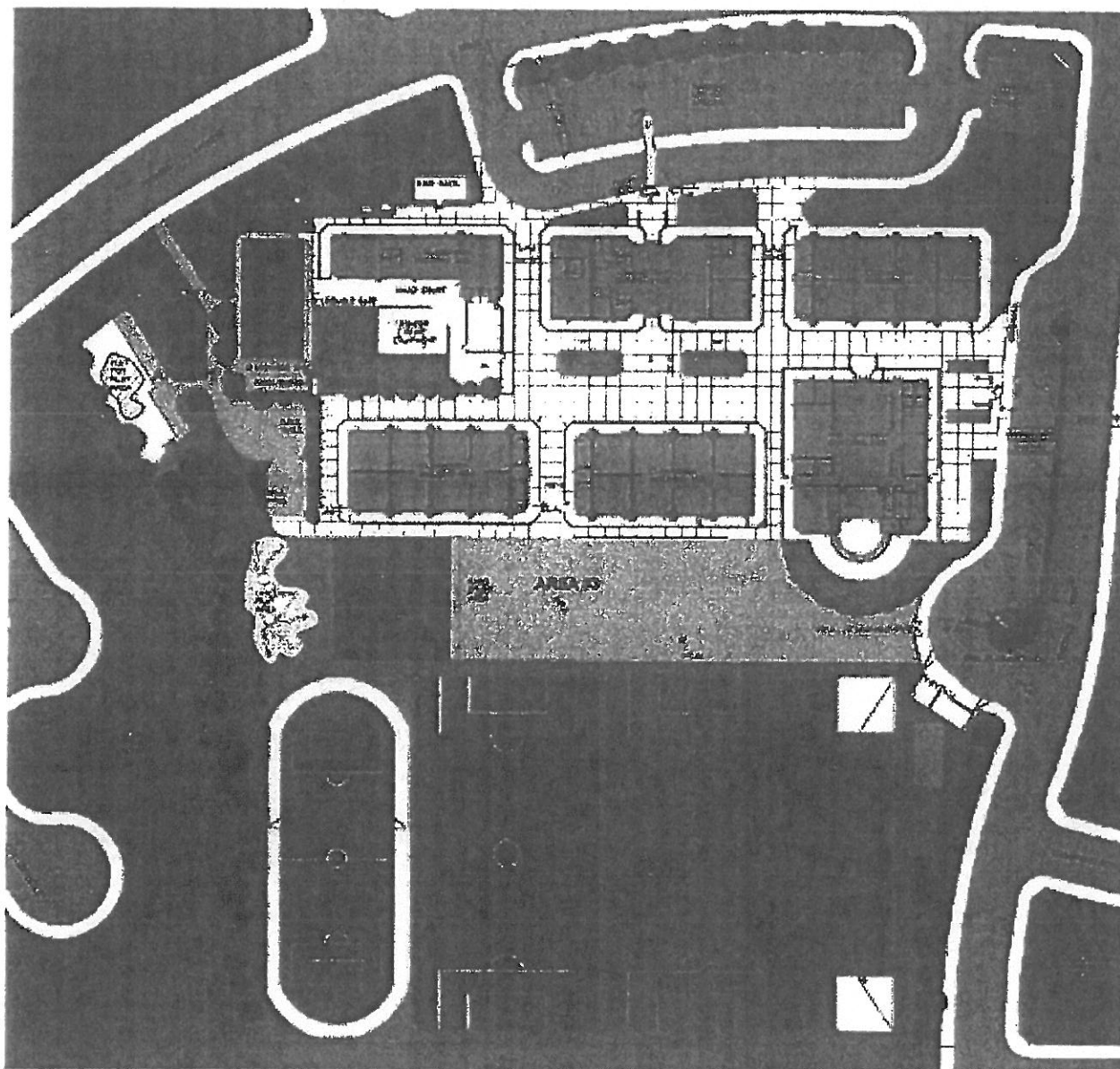
 1-8-03

Approved as to Form
City Attorney

**MEMORANDUM OF UNDERSTANDING
NEW REPUBLIC SCHOOL – HARDEN RANCH PARK**

EXHIBIT A

SCHOOL-PARK SITE PLAN



***MEMORANDUM OF UNDERSTANDING
NEW REPUBLIC SCHOOL – HARDEN RANCH PARK***

EXHIBIT B

PROPERTY DESCRIPTIONS

B1:	PARK AREA 1
B2:	PARK AREA 2
B3:	SCHOOL FACILITIES
B1+B2+B3:	ENTIRE SITE

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NEW REPUBLIC SCHOOL – HARDEN RANCH PARK**

EXHIBIT B-1

**Area #1
Legal Description**

A portion of that parcel of land in the City of Salinas, County of Monterey, State of California, designated as Parcel 2 of that Parcel Map filed for record on May 22, 1997 in Volume 20, at Page 24 of Parcel Maps in the office of the Recorder for said County, more particularly described as follows:

Commencing at the southeast corner of said Parcel 2, being a point on the northerly boundary of Tract No.643, at the westerly boundary of the Emerald Drive right-of-way as shown on the official map of said tract filed in Volume 11, at Page 19 of Maps of Cities and Towns in the office of the Recorder for said County;

Thence, along the northerly boundary of said Tract No.643, and along the northerly boundary of Tract No. 691 as shown on the official map thereof, filed in Volume 12, at Page 6 of Maps of Cities and Towns in the office of the Recorder for said County, N 79° 26' 14" W, 560.35 feet;

Thence, leaving the northerly boundary of said Tract No. 691, N 10° 33' 42" E, 176.38 feet;

Thence, N 11° 11' 21" W, 70.00 feet;

Thence, N 18° 56' 48" E, 58.66 feet to the **True Point of Beginning**;

Thence, N 18° 56' 48" E, 50.54 feet;

Thence, N 22° 04' 01" W, 271.43 feet;

Thence, easterly along a non-tangent curve to the left that is concave to the north with a radius of 1032.00 feet, through a central angle of 00° 20' 28" from a radial bearing N 29° 01' 28" W, an arc length of 6.14 feet;

Thence, along a tangent curve to the right with a radius of 958.00 feet, through a central angle of 15° 02' 30", an arc length of 251.50 feet;

Thence, S 10° 30' 46" W, 315.85 feet;

Thence, S 79° 29' 14" E, 8.00 feet;

Thence, S 10° 30' 46" W, 101.00 feet;

Thence, N 79° 29' 14" W, 85.82 feet to the point of beginning.

The above described parcel of land contains 1.23 acres.

End Description

Prepared by: _____

Daniel S. Hutchinson, LS 5139 (reg. exp. 6/30/03)

Date: June 18th, 2002



MEMORANDUM OF UNDERSTANDING NEW REPUBLIC SCHOOL - HARDEN RANCH PARK

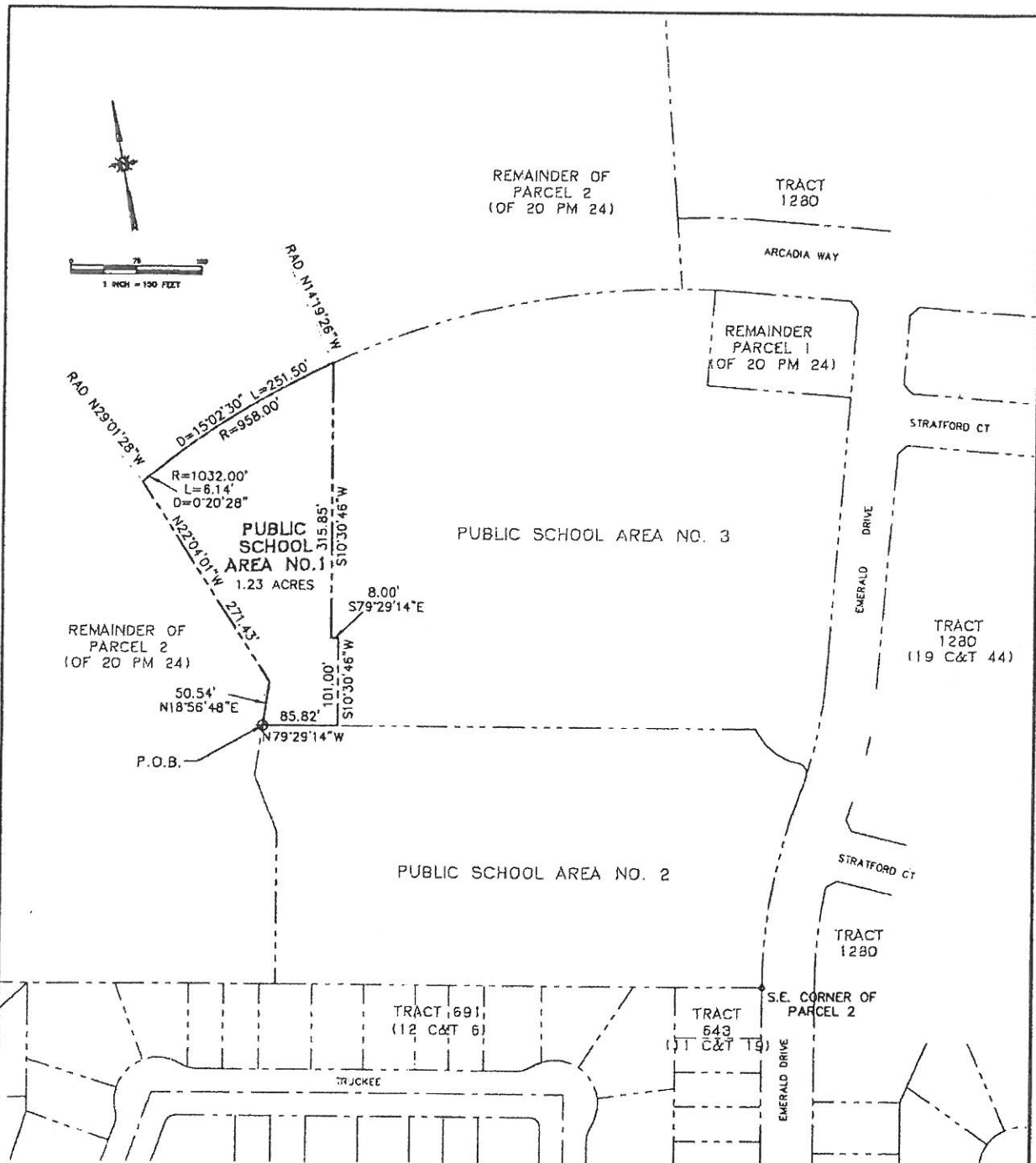


EXHIBIT PLAT "B-1"

CITY OF SALINAS
COUNTY OF MONTEREY,
STATE OF CALIFORNIA

A PORTION OF PARCEL 2 OF PARCEL
MAP FILED FOR RECORD ON MAY 22,
1997 IN VOLUME 20, AT PAGE 24 OF
PARCEL MAPS IN THE OFFICE OF THE
RECORDER OF SAID COUNTY.

LEGAL DESCRIPTION PREPARED FOR:

SANTA RITA UNION SCHOOL DISTRICT
BOB MCLAUGHLIN
SUPERINTENDANT OF SCHOOLS
57 RUSSEL ROAD
SALINAS, CALIFORNIA 93906
(831)-443-7200

6/17/02

CA NO. 970833.02

Cannon
ASSOCIATES, INC.

ENGINEERS
PLANNERS
SURVEYORS

2600 Ph. 1st Street
San Luis Obispo, CA 93401
(805) 944-7407

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NEW REPUBLIC SCHOOL – HARDEN RANCH PARK**

EXHIBIT B-2

**Area #2
Legal Description**

A portion of that parcel of land in the City of Salinas, County of Monterey, State of California, designated as Parcel 2 of that Parcel Map filed for record on May 22, 1997 in Volume 20, at Page 24 of Parcel Maps in the office of the Recorder for said County, more particularly described as follows:

Beginning at the southeast corner of said Parcel 2, being a point on the northerly boundary of Tract No.643, at the westerly boundary of the Emerald Drive right-of-way as shown on the official map of said tract filed in Volume 11, at Page 19 of Maps of Cities and Towns in the office of the Recorder for said County;

Thence, along the northerly boundary of said Tract No.643, and along the northerly boundary of Tract No. 691 as shown on the official map thereof, filed in Volume 12, at Page 6 of Maps of Cities and Towns in the office of the Recorder for said County, N 79° 26' 14" W, 560.35 feet;

Thence, leaving the northerly boundary of said Tract No. 691, N 10° 33' 42" E, 176.38 feet;

Thence, N 11° 11' 21" W, 70.00 feet;

Thence, N 18° 56' 48" E, 58.66 feet;

Thence, S 79° 29' 14" E, 567.96 feet;

Thence, southeasterly along a non-tangent curve to the left that is concave to the northeast with a radius of 68.00 feet, through a central angle of 54° 35' 03" from a radial bearing S 76° 21' 52" W, an arc length of 64.78 feet;

Thence, southerly along a tangent curve to the right with a radius of 12.00 feet, through a central angle of 95° 41' 04", an arc length of 20.04 feet to the easterly boundary of said Parcel 2;

Thence, along the easterly boundary of said Parcel 2 and along a tangent curve to the right with a radius of 570.00 feet, through a central angle of 3° 09' 18", an arc length of 31.39 feet;

Thence, along a tangent curve to the left with a radius of 630.00 feet, through a central angle of 20° 03' 32", an arc length of 220.56 feet to the point of beginning at a radial bearing N 79° 26' 14" W.

The above described parcel of land contains 4.01 acres.

End Description

Prepared by:

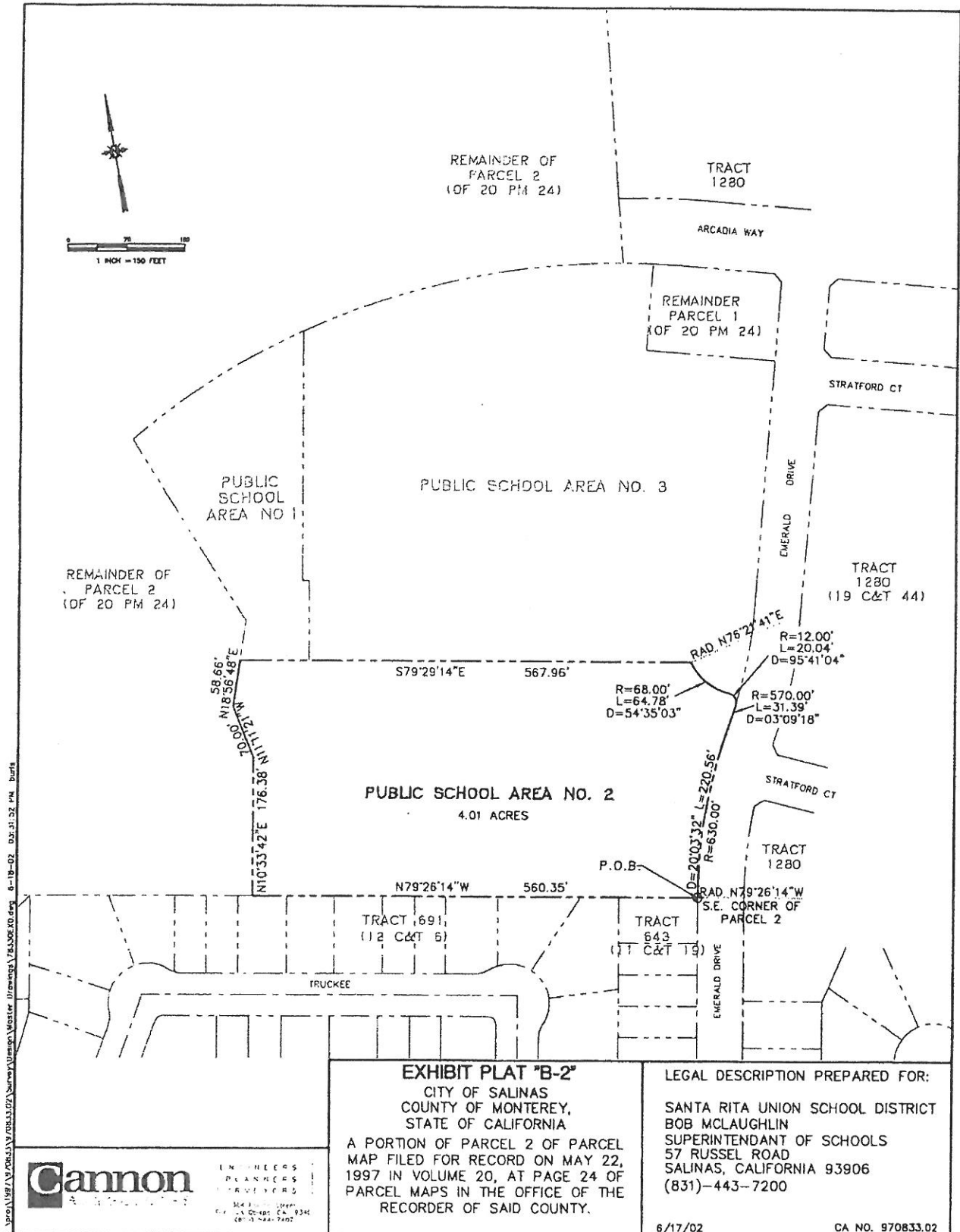

Daniel S. Hutchinson, LS 5139 (reg. exp. 6/30/03)



Date:

JUNE 18TH, 2002

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EXHIBIT B-3

**School Facilities Area
Legal Description**

A portion of that parcel of land in the City of Salinas, County of Monterey, State of California, designated as Parcel 2 of that Parcel Map filed for record on May 22, 1997 in Volume 20, at Page 24 of Parcel Maps in the office of the Recorder for said County, and a remainder portion of Parcel 1 of said Parcel Map as shown on the map of Tract 1280 as shown on the official map thereof, filed in Volume 19, at Page 44 of Maps of Cities and Towns in the office of the Recorder for said County, more particularly described as follows:

Beginning at the southeast corner of said Parcel 2, being a point on the northerly boundary of Tract No.643, at the westerly boundary of the Emerald Drive right-of-way as shown on the official map of said tract filed in Volume 11, at Page 19 of Maps of Cities and Towns in the office of the Recorder for said County;

Thence, along the northerly boundary of said Tract No.643, and along the northerly boundary of Tract No. 691 as shown on the official map thereof, filed in Volume 12, at Page 6 of Maps of Cities and Towns in the office of the Recorder for said County, N 79° 26' 14" W, 560.35 feet;

Thence, leaving the northerly boundary of said Tract No. 691, N 10° 33' 42" E, 176.38 feet;

Thence, N 11° 11' 21" W, 70.00 feet;

Thence, N 18° 56' 48" E, 109.20 feet;

Thence, N 22° 04' 01" W, 271.43 feet;

Thence, easterly along a non-tangent curve to the left that is concave to the north with a radius of 1032.00 feet, through a central angle of 00° 20' 28" from a radial bearing N 29° 01' 28" W, an arc length of 6.14 feet;

Thence, along a tangent curve to the right with a radius of 958.00 feet, through a central angle of 42° 07' 40", an arc length of 704.39 feet to the northwesterly corner of said remainder portion of Parcel 1 of said Parcel Map as shown on said map of Tract 1280;

Thence, along the northerly and easterly boundary of said remainder parcel and along a tangent curve to the right with a radius of 958.00 feet, through a central angle of 02° 07' 13", an arc length of 35.45 feet,

Thence, S 75° 07' 03" E, 118.56 feet;

Thence, S 30° 07' 03" E, 14.14 feet;

Thence, S 14° 52' 57" W, 415.46.14 feet to the southeasterly corner of said remainder parcel and the northeasterly corner of said Parcel 2 as shown on the map of said Tract 1280;

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Thence, along the easterly boundary of said Parcel 2, S 14° 52' 57" W, 415.46.14 feet;

Thence, along a tangent curve to the right with a radius of 570.00 feet, through a central angle of 15° 44' 22", an arc length of 156.58 feet;

Thence, along a tangent curve to the left with a radius of 630.00 feet, through a central angle of 20° 03' 32", an arc length of 220.56 feet to the point of beginning at a radial bearing N 79° 26' 14" W.

The above described parcel of land contains 11.77 acres.

End Description

Prepared by: 
Daniel S. Hutchinson, LS 5139 (reg. exp. 6/30/03)



Date: JUNE 18TH, 2002

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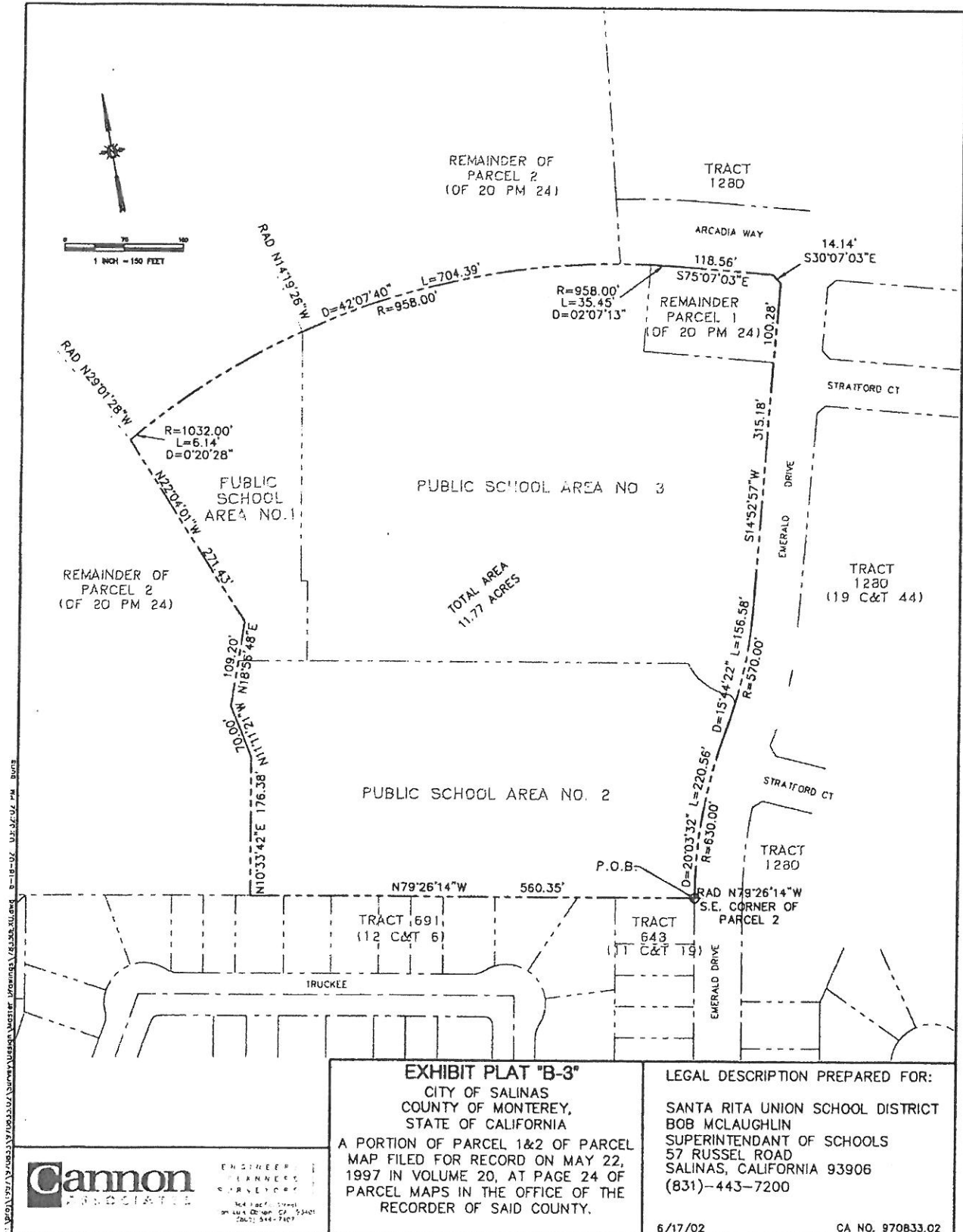


EXHIBIT PLAT "B-3"

CITY OF SALINAS
COUNTY OF MONTEREY,
STATE OF CALIFORNIA

A PORTION OF PARCEL 1&2 OF PARCEL
MAP FILED FOR RECORD ON MAY 22,
1997 IN VOLUME 20, AT PAGE 24 OF
PARCEL MAPS IN THE OFFICE OF THE
RECORDER OF SAID COUNTY.

LEGAL DESCRIPTION PREPARED FOR:

SANTA RITA UNION SCHOOL DISTRICT
BOB McLAUGHLIN
SUPERINTENDANT OF SCHOOLS
57 RUSSEL ROAD
SALINAS, CALIFORNIA 93906
(831)-443-7200

6/17/02

CA NO. 970833.02

Cannon
ASSOCIATES

ENGINEER
PLANNING
SURVEYING
1000 Pacific Street
Salinas, CA 93906
Tel: 831-443-7400

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Recorded at the request of and
when recorded return to:

City of Salinas
Recreation-Parks Department
200 Lincoln Avenue
Salinas, CA 93901

No recording fee pursuant to
Government Code section 27383

**GRANT OF EASEMENT
FOR PUBLIC PARK
(New Republic Elementary School - Harden Park)**

GRANTOR: Santa Rita Union Elementary School District

GRANTEE: City of Salinas

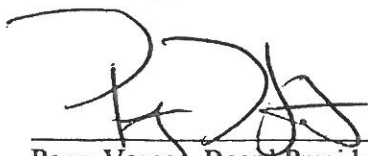
This indenture is made on _____ [date] between the Santa Rita Union Elementary School District in the City of Salinas, County of Monterey, State of California, as GRANTOR, and the City of Salinas in the City of Salinas, County of Monterey, State of California, as GRANTEE.

GRANTOR as the sole owner of land located at _____ [street address], commonly known as New Republic Elementary School and in the City of Salinas, County of Monterey, State of California and further described as _____ [legal property description], hereinafter SITE, for good and valuable consideration receipt of which is hereby acknowledged, does grant, bargain, sell, and convey to GRANTEE the following:

An easement for public park purposes on Area 1 and Area 2 of the SITE as depicted on Attachment "A" to the Memorandum of Understanding dated _____ governing the improvement and use of the SITE by each of the parties, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A."

In witness of this agreement, the parties have signed this instrument on _____ [date].

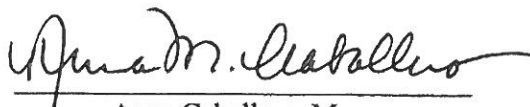
GRANTOR:



Perry Vargas, Board President

Attest:

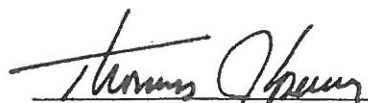
GRANTEE:



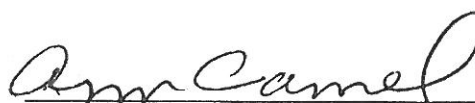
Anna Caballero, Mayor

Attest:

**MEMORANDUM OF UNDERSTANDING
NEW REPUBLIC SCHOOL – HARDEN RANCH PARK**



Tom Spencer, Board Clerk



Ann Camel, City Clerk

RESOLUTION NO. 18133 (N.C.S.)

**APPROVING JOINT USE PARK AGREEMENT
FOR HARDEN NEIGHBORHOOD PARK
WITH SANTA RITA SCHOOL DISTRICT**


BE IT RESOLVED BY THE SALINAS CITY COUNCIL that the Mayor of Salinas is hereby authorized and directed for and on behalf of the City of Salinas to execute the attached Memorandum of Understanding, Joint Use Park Agreement between the City of Salinas and Santa Rita School District for Harden Neighborhood Park approved by the Santa Rita School District on July 18th 2002 and the Salinas City Council on January 7, 2003.

PASSED AND ADOPTED this 7th day of January 2003 by the following vote:

AYES: Councilmembers De La Rosa, Giuriato, Lutes, Ocampo, Sanchez and Mayor Caballero

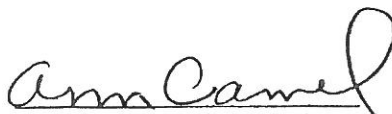
NOES: None

ABSENT: Councilmember Barnes



Mayor

ATTEST:



Ann Camel, City Clerk

This is to certify that the foregoing is a full, true, and correct copy of Resolution No. 18133 (N.C.S.) as regularly adopted by the Salinas City Council on 1-7-03, as appears of record in my office.

Dated 1-15-03 City Clerk 

