

MEMORANDUM OF AGREEMENT

vers.4

I. Parking Structure:

1. Remove multi-level Parking Structure location at Lot A by eliminating it from Master Plan, no later than the next Master Plan Update. Surface parking okay.
2. ~~Mt SAC shall formally rescind its February 9, 2015 resolution.~~
3. Mt SAC agrees that any new parking garage shall;
 - a) Seek approval from the City of Walnut for required permits before, or at the time the project is approved.
 - b) Mt SAC agrees that any new parking structure project shall comply with CEQA as part of CEQA project specific review.
 - c) Mt SAC further agrees that any such parking structure shall maintain a setback of no less than 400 feet from the nearest single family residential property line.
4. ~~In light of the abandoned parking structure on Lot A,~~ (a) Mt SAC shall install and maintain landscaping restore the foliage and street tree amenities on along Edinger to preexisting conditions with 15-gallon like-kind and like-sized trees and shrubs (trees similar to those recently placed on Mountaineer; shrubs continuing as they are from where they were removed) within 180 days of a signed settlement agreement, and (b) remove the currently stored concrete pipes and vaults within 90 days of a signed settlement agreement approved by the governing bodies of the parties as required by law and made enforceable under CCP 664.6 per Section VI below (with area no longer to be used as a storage area).

II. Solar Farm Project:

1. Mt SAC agrees to permanently abandon the Solar Generating Farm at West Parcel site and shall eliminate it from the Master Plan no later than the next Master Plan Update.
2. UWT and the City agrees to not ~~to~~ oppose any reasonable ~~non-solar~~ land use of the West Parcel that does not violate Section 1 above and meets applicable law, including applicable provisions of the City of Walnut Municipal Code, California Division of State Architect and California Geological Society city standards (including zoning and general plan), that maintains its natural hillsides and natural values to the maximum extent safety, and meets state industry geological standards for school sites, as certified by a competent Professional Geologist and Engineering Geologist and city approval.

MEMORANDUM OF AGREEMENT

3. Any future proposed project or plan for development for the West Parcel Site ~~(shall not be a Solar Farm)~~ shall be reviewed and processed by Mt. Sac as a new project under its Master Plan and CEQA. The UWT reserves its rights to participate and object regarding any new and future plan of development for the WSP site.
4. Mt. SAC shall be allowed to deposit dirt on the West Parcel Site in connection with the construction of the Stadium PEP project described in Section III above ("Earthwork"). The Earthwork shall be reviewed and approved by UWT and the City.-

III. **Stadium (PEP) Project:**

The City and UWT agrees not to oppose the construction of the Athletic Complex as shown in the CEQA documents and modified per Section II. 4, above. The use of the Athletic Complex shall be , subject to reasonable use restrictions as determined by Mt. SAC in its discretion, but shall include the following use restrictions:

- a. No alcohol except as allowed by law~~(beer and wine okay)~~
- b. Mt SAC will bear all security costs incurred for events, or pass them on to third party users.

IV. **Future Projects:**

1. For commencement and/or implementation of either Master Plan projects or Master Plan Updates (MPU), written notice to United Walnut and City shall be given at the earliest time that Mt. Sac issues either its Request for Qualifications (RFQ) or Request for Proposals (RFP) for any architect or design or other consultant or contractor, and hold one or more community workshops about the intended project and/or MPU within a 90-day timeframe of said notice.
- 4-2. The City and Mt. SAC to enter into a Memorandum of Understanding ("MOU") to outline clear procedures as to permitting for three categories of projects at Mt. SAC: (1) classroom and instructional facilities exempt from local zoning controls pursuant to Government Code § 53094; (2) projects that are exempt from local zoning controls pursuant to additional provisions of law (e.g., Section 53091(d)(e).); and (3) projects that are not exempt under any statutory authority. The MOU will outline the process by which the City Building Official reviews and processes grading plans for

MEMORANDUM OF AGREEMENT

approval where a project is exempt from local zoning controls and involves less than 5 foot grading excavation/cut/fill. The MOU will further commit the City and Mt. SAC to a mediation process to resolve any future disputes regarding the applicability of local zoning controls and the processing of permits and grading plans before initiating litigation. The MOU will also provide that site utilities installation and demolition is not subject to City review. UWT agrees to not challenge the MOU and its provisions.

V. **Community Representation:**

1. Mt SAC shall increase the number of representatives on its statutorily required Bond Oversight Committee (for both its current Measure RR and intended new Measure “—” intended to go before the voters in 2018) such that there shall be at least three (3) Walnut residents and one (1) United Walnut Taxpayer representative.

VI. **Accountability:**

1. This Memorandum of Agreement shall be memorialized in a full settlement and mutual release agreement that The above shall include be enforceable in a stipulated judgment _to be filed in pending litigation. _or other The written settlement agreement shall contain with a provision for possible expedient judicial enforcement pursuant to CCP 664.6 along with a clause for prevailing party attorneys’ fees.

VII. **Fees and Costs:**

1. UWT current attorneys’ fees and costs awards paid within 30 days of signed agreement.
2. Mt. Sac shall pay UWT \$35,000 in attorneys’ fees and costs related to litigation of the Stadium lawsuit, to be paid within 30 days of signed agreement.
3. Mt. Sac shall pay City its reasonably incurred attorneys’ fees and costs, in the negotiated amount of \$_____, related to its successful litigation of the Solar lawsuit, to be paid within 30 days of signed agreement.

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

The above terms are agreed to in principal by the below undersigned parties, and subject to approval of each entity's board of director/trustees.

The above terms shall also be set forth in a more formal form of a settlement agreement.

AGREED:

Date: _____

Sean Absher, Esq.
Counsel for Mt. Sac and President Scroggins

Date: _____

Craig Sherman, Esq.
Counsel for United Walnut Taxpayers

Date: _____

John McClendon, Esq.
Counsel for City of Walnut