

AGREEMENT REGARDING IMPROVEMENTS TO EL COLEGIO ROAD

This Agreement is entered into as of the date last written below, between the County of Santa Barbara, a political subdivision of the State of California ("County"), and The Regents of the University of California ("the University") (collectively, "the Parties.").

RECITALS

WHEREAS, the University and the County are governmental agencies with adjacent jurisdictions in the unincorporated area of Santa Barbara, California; and

WHEREAS, the current roadway improvements at El Colegio Road would benefit from improvement to address the increased traffic flow anticipated from the University's San Clemente Graduate Student Housing Project and other development; and

WHEREAS, County and the University desire to provide for the construction of the El Colegio Road project, including a mutually acceptable division of costs; and

WHEREAS, the Parties recognize the desirability of maintaining and furthering a cooperative relationship which will be supportive of the planning goals and efforts of the University and County, and believe this Agreement is one element in establishing such a relationship; and

WHEREAS, the Parties acknowledge the University's San Clemente Graduate Student Housing project is part of the University's overall plans and programs to provide affordable housing to its students, faculty and staff, in close proximity to the Main Campus for the University's Santa Barbara campus;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth below, the Parties hereby agree as follows:

1. Project Description. The El Colegio Road project that is the subject of this Agreement (referred to in this Agreement as "the Project") consists of construction of the following improvements: creation of a signalized four lane road, with Class II bike lanes and left turn pockets, between Stadium Road on the east, and tapering into the existing pavement section at Camino del Sur Lane on the west; creation of new free-right turn lanes, onto and off of, Los Carneros Road; re-striping the existing pavement of El Colegio Road into two east-bound travel lanes and a Class II bike lane; adding the required new construction, north of the existing El Colegio Road, for two west-bound travel lanes and a Class II bike lane; addition of new pavement and striping to the existing Los Carneros Road in order to accomplish a road configuration.

The Project, as more particularly described in Exhibit A approved in concept and approved with regard to its anticipated budget by the Parties, and shall not be changed during the specific design process in any material respect absent the written agreement of the Parties. However, the Project may be modified by the University provided that such modifications affect only landscaping and irrigation in areas to be maintained by the University following completion of Project.

2. Project Location; Right of Way Easements. The Project is to be constructed upon real property which is owned in part by the County, and in part by the University, as more specifically described in Exhibit A. In order to provide the appropriate easements for rights of way over the University-owned property, the Parties shall execute and cause to be recorded in the Official Records of the County, on or before the County's issuance of the permits for the Project, the Termination of Prior Rights of Way Documents, in the form of Exhibit B and immediately thereafter the Grant of Easement, in the form of Exhibit C.

3. Project Cost.

3.1 Anticipated Project Cost. The Parties anticipate that the cost of designing and constructing the Project will be Seven Million Three Hundred Thousand Dollars (\$7,300,000) (the "Project Cost"). The Project Cost consists of an anticipated Six Million Eight Hundred Thousand Dollars (\$6,800,000) attributable to the design, construction, and project management of the Project, and Five Hundred Thousand Dollars (\$500,000) attributable to reviews and permitting related to the Project that will be undertaken by the County. The Project Cost is more particularly described in the Project budget attached as Exhibit D.

4. Funding of Project Improvements. The Project Cost shall be funded by the Parties as set forth below.

4.1 County Contribution in the Form of Reviews and Permit Processing. The County shall pay the entire anticipated \$500,000 share of the Project Cost attributable to County reviews and County permitting. The University shall make no contribution to the County for costs associated with County reviews and County permits attributable to the Project. In the event that the County's actual costs for reviews, permit processing, inspections and any related costs attributable to the Project exceed \$500,000, such excess costs shall be paid exclusively by the County. To the extent that the County actual costs associated with County review and County permit processing attributable to the Project are less than \$500,000, the University shall have no right to recover such difference from the County. University funds shall not be used, or transferred, to pay for any County-incurred costs or County permit fees or requirements.

4.2 Cash Contribution by County. On or before 10 days following the County receiving verification of project being advertised for bid, the County shall make a contribution of One Million Dollars (\$1,000,000) in cash, which cash contribution shall be deposited into a University account designated for the Project (the "El Colegio Improvements Account") and which cash contribution shall be used by the University to design and construct the Project. The County's cash contribution shall be made timely; but in no event shall the University be obligated to award a Contractor bid for the Project prior to receipt of the County's cash contribution.

4.3 Release of Funds from Mitigation Implementation Agreement Escrow. The Parties are signatories to a Mitigation Implementation Agreement dated January 22, 1991 (the "MIA") for the purpose of implementing traffic mitigation measures identified by the University in the certified Environmental Impact Report prepared for the 1990 Long Range Development Plan (LRDP), pursuant to which the University and the County established an escrow (the "Escrow") for the purpose of implementing road and intersection improvement projects contemplated under the MIA. Not later than 10 days following the County receiving verification of project being advertised for bid, the University and the County shall issue to the escrow holder instructions to release from the Escrow the sum of Eight Hundred Thousand Dollars (\$800,000), which funds shall be deposited in the University's El Colegio Improvements Account and used by the University for the purpose of designing and constructing the Project. If the escrow agent is prohibited by Court order from releasing funds from the Escrow, or otherwise refuses to release funds from the Escrow, then this Agreement shall terminate in accordance with the provisions of Section 14 of this Agreement.

4.4 San Clemente Fair Share Traffic Impact Contribution by University. Consistent with the University's certified San Clemente Graduate Student Housing Environmental Impact Report, dated April 2004, ("San Clemente EIR"), the University participated in negotiations with the County to determine the University's "fair share" funding of roadway improvements. The University's "fair share" commitment of funds was established through good faith negotiations between the Parties. The University "fair share" contribution toward completion of the project within the County will serve the University's specific public purposes and mission as an educational and research institution by providing safe, reliable, and expeditious transportation access to the campus, and does not exceed a level that reflects the direct benefits that accrue to the University. The University shall contribute to the cost of the Project Two Million Two Hundred Thousand Dollars (\$2,200,000). This contribution to the Project Cost constitutes the University's "fair share" funding of roadway improvements for traffic impacts associated with the University's development of its planned San Clemente Graduate Student Housing project. The University shall not provide any further funding to the County for the University's "fair share" of roadway improvements necessary to serve the San Clemente Graduate Student Housing project. The County acknowledges that in making this contribution to the Project, the University has discharged any mitigation responsibility for traffic impacts associated with the University's development of its San Clemente Graduate Student Housing project identified in the San Clemente EIR. The University's "fair share" contribution is not a fee.

4.5 North Campus Fair Share Traffic Impact Contribution by University. Consistent with the University's certified Faculty and Family Student Housing, Open Space Plan and LRDP Amendment Environmental Impact Report ("LRDP Amendment EIR"), the University participated in negotiations with the County and City of Goleta to determine the University's "fair share" funding of roadway improvements, including the Project. As a result of these negotiations, the County and University intend to enter into a Cooperative Agreement (Exhibit North Campus Housing "Cooperative Agreement") in furtherance of the University's proposed faculty and family student housing projects identified in the North and West Campuses 2006 Long Range Development Plan Amendment ("2006 LRDP Amendment"). Under this anticipated Cooperative Agreement, the University would provide funding to the County in the amount of Seven Hundred Forty-Nine Thousand, One Hundred Ninety-Three Dollars (\$749,193) as the University's "fair share" funding of roadway improvements, including the Project, for traffic impacts associated with the University's development of its planned North Campus

housing projects identified in the 2006 LRDP Amendment. The University “fair share” contribution toward completion of these improvements within the County will serve the University’s specific public purposes and mission as an educational and research institution by providing safe, reliable, and expeditious transportation access to the campus, and does not exceed a level that reflects the direct benefits that accrue to the University. Because the University’s North Campus housing projects will be phased, and to account for inflation, the anticipated Cooperative Agreement provides for incremental contributions on a per unit basis, and annual increases in per unit contribution amounts using the Engineering News Record Construction Cost Index. The Parties agree that rather than providing such fair share traffic impact contributions to the County under the provisions of the anticipated Cooperative Agreement, the University shall instead provide a contribution of Eight Hundred Thousand Dollars (\$800,000) directly to the University's El Colegio Improvements Account as part of the Project Costs. In making this direct contribution to the Project, the County acknowledges that the University has discharged any mitigation responsibility for any traffic impacts associated with the University’s development of its North Campus housing projects identified in the 2006 LRDP Amendment. The University’s “fair share” contribution is not a fee.

4.6 Additional Contribution by University. In addition to the funds enumerated above, the University shall contribute Two Million Dollars (\$2,000,000), directly to the Project Costs. With this direct contribution to the Project, and all of the other direct contributions of funding to the Project identified above, upon completion of project the University shall have fulfilled its full and complete obligation to the County under this agreement, and its full and complete obligation to provide fair share funding for traffic impacts associated with the San Clemente and North Campus housing projects. Additionally, University’s obligations to County under the MIA, with the exception of obligations associated with Mesa Road Widening, if any, shall be excused upon completion of Project. Nothing in this agreement limits the University’s potential “fair share” contributions with regard to future projects not addressed by this agreement. Nothing in this agreement limits the University’s mitigation obligations with regard to future projects not addressed by this agreement.

4.7 Cost in Excess of Anticipated Cost. If the actual cost of the design and construction (not including permitting or environmental review costs) of the Project exceeds \$6,800,000, such additional costs shall be paid by the University except as provided in this section. The University shall have the right to terminate this Agreement in accordance with the provisions of Section 14 if, at the time of openings of bids for the construction of the Project, the lowest bid for construction causes design and construction costs to exceed \$7,480,000.

5. Administration of Project. The University shall administer all Project funds received from the County and distributed from the Escrow. The funds to be used to pay for the Project will be held by the University in the University's designated El Colegio Improvements Account, and disbursed for payment of the costs pursuant to the University's policies and procedures.

6. Cost Savings. The Parties do not anticipate that the actual final cost of the design and construction of the Project will be less than the Project Cost. However, if the actual final cost of the design and construction of the Project is less than the Project Cost, then the University shall not be obligated to make any payment to the County reflective of such cost savings.

7. Cooperation between the University and the County. The University and the County shall cooperate with regard to coordination and construction of underground utilities, and to facilitate the most cost-effective design, permitting and construction process for Project.

8. Design of the Project.

8.1 University to Complete Design. The University shall complete the design of the Project, including without limitation all engineering, soil and soil compaction testing, surveying and materials testing. The design of the Project shall be consistent with current applicable Federal, State and County design standards. The County's design standards are on file with the County Road Commissioner and shall be furnished to the University upon request, at no charge. The design shall include street, bicycle, and pedestrian lighting in conformance with County standards. The University shall prepare a final Project design for approval, and shall advise the County whether the certified Environmental Impact Report for the San Clemente Graduate Student Housing and El Colegio Road Improvements Project is adequate for Project design approval, or whether further environmental review in compliance with California Environmental Quality Act, Pub. Res. Code Section 21000, et seq. ("CEQA") is required.

8.2 County to Approve Design. The University shall submit the final Project design to the County for approval. The County shall independently review and consider for approval the University's design of the Project according to the standard for review of road improvement projects utilized by the County as of the date that the University submits the Project design to the County for review. The County shall review the design for conformance with Federal, State and County standards. The University shall not be obligated to proceed with construction of the Project unless and until the County's approves the University's design of the Project. In the event that the County does not approve the University's design for the Project, the County shall set forth in writing all changes that it would require in order to approve the design of the Project. If the University makes such changes, then the County shall approve the design of the Project.

If the University fails to make such changes, then this Agreement shall terminate, and the Parties shall proceed in accordance with the termination provisions set forth in Section 14 of this Agreement.

8.3 Schedule for Review of Design by County. The University shall submit the design of the Project to the County for its review in accordance with the schedule set forth in Exhibit Schedule. The County shall respond within twenty (20) calendar days after submission of 35% and 65% design documents, and within thirty (30) calendar days after submission of 90% and 100% design documents. Upon each submission, the County shall either approve the design or provide written proposals for modifications to the design. At a minimum, submittals will be provided to the County at 35%, 65%, 90% and 100% design completion. The County shall ensure that all of its agencies with required jurisdiction have conducted their reviews concurrent with this schedule.

9. Permits.

9.1 County to Apply for Permits. Portions of the Project are to be constructed upon real property owned in fee by the University, and portions of the Project are to be constructed upon real property owned in fee by the County. The Parties agree that the County shall review the Project and shall issue permits for the Project in the manner and according to the procedures that would be applicable if the Project were being undertaken by a private entity, rather than the University. The County shall apply for and obtain all permits and approvals necessary for the construction of the Project. The University delegates to the County the authority to apply for and obtain all such permits. The County shall endeavor in good faith to apply for and process all such permits in a timely manner and without any unnecessary delays. The County shall be responsible for the payment of all costs associated with its internal reviews and its permit fees, as provided in Section 4.1 of this Agreement. The County shall have the right to terminate this Agreement in accordance with the provisions of Section 14 if permitting and environmental review costs projections exceed \$1,000,000.

9.2 County to Issue Permits. Upon presentation by University of an application satisfying County's standards and requirements, County shall issue to the University any and all encroachment permits for road closures, traffic redirection, temporary occupancy of County property and right-of-way, and encroachments upon County property necessary to facilitate construction of the El Colegio Roadway Improvement Project. The County's requirements for the issuance of such permits shall be consistent with the typical requirements imposed by the County with regard to the issuance of prior permits to private parties, except as otherwise set forth in this Agreement. University shall promptly and timely respond to any request by the County for information necessary to process such permits, but in no event shall the time for response by the University exceed twenty (20) business days. The University shall provide to the County not later than forty (40) business days following the execution of this Agreement all existing information in the University's files necessary for the County to prepare complete applications for the following permits: Development Plan, Conditional Use Permit, Coastal Development Permit, including any supporting materials for the San Clemente Graduate Student Housing and El Colegio Road Improvements Project and certified Environmental Impact Report and materials for Gov Code 65402 determination.

The information necessary for the issuance of those permits is generally set forth in Exhibit E. The University shall comply with the terms of all permits issued by the County and shall implement all mitigations required for issuance of and/or conditions of approval of such permits, subject to the terms of this Agreement.

9.3 Traffic Control Permit. The permit(s) issued by the County shall include a traffic control plan produced by University for public safety and access during construction to reduce impacts on the Isla Vista community, which plans shall be consistent with the County's typical requirements for similar projects. The traffic control plan shall include a re-routing of vehicular traffic to Mesa Road.

9.4 Encroachment Permit. Upon presentation by University of an application satisfying County's standards and requirements, the County shall issue to the University a road encroachment permit pertaining to the El Colegio Roadway Improvement Project in the form attached to this Agreement as Exhibit F. The encroachment permit shall inclusively allow for: (1) the University to design and build the Project; and (2) the University's proposed San Clemente Housing Project curb-cuts at drives.

9.5 Permits Required By Other Agencies. The Parties shall cooperate to obtain permits from entities other than the County that are necessary for the construction of the Project. For purposes of obtaining required permits from entities other than the County, if any, the County shall be the applicant, and shall bear the costs of obtaining such permits, including without limitation permit fees and document preparation, including CEQA compliance.

10. Environmental Review.

10.1 CEQA Compliance for Project Permits. For CEQA compliance purposes in connection with the County's obligations under Paragraph 9.1 and 9.2 of this Agreement to obtain all permits necessary for the implementation of the Project, the County shall be the Lead Agency for any review and approvals under the California Environmental Quality Act ("CEQA") that are necessary in order to consider and potentially issue permits necessary for the completion of the Project. The cost of such CEQA review shall be a County permit cost and shall be paid by the County.

10.2 Costs of Mitigations and Conditions of Approval to Be Paid By University. To the extent that CEQA documentation prepared for the Project identifies mitigations within the boundaries of Exhibit A that are not part of the Project as depicted in Exhibit A, and/or to the extent that the County or any other permitting agency imposes conditions of approval on the permits issued with regard to the Project, such mitigations and/or conditions shall be incorporated into the Project. The cost of implementing such mitigations and/or conditions shall be paid by the University, unless the total cost of such mitigations exceeds Two Hundred Thousand Dollars (\$200,000), in which case any cost in excess of \$200,000 shall be paid equally by the Parties. The County's share of such mitigations or condition cost shall be paid to the University as an additional cash contribution at least 30 days prior to the date that the University advertises for bids for the Project. County shall be entitled to an accounting of such costs.

10.3 Costs of Mitigations and Conditions of Approval to Be Paid By County. To the extent that CEQA documentation prepared for the Project identifies mitigations outside of the boundaries of Exhibit A that are not part of the Project as depicted in Exhibit A, and/or to the extent that the County or any other permitting agency imposes conditions of approval on the permits issued with regard to the Project, such mitigations and/or conditions shall be incorporated into the Project. The cost of implementing such mitigations and/or conditions shall be paid by the County, unless the total cost of such mitigations exceeds Two Hundred Thousand Dollars (\$200,000), in which case any cost in excess of \$200,000 shall be paid equally by the Parties. The University's share of such mitigations or condition cost shall be paid to the County upon presentation of an itemized invoice for those costs. University shall be entitled to an accounting of such costs.

11. Construction of the Project.

11.1 University Construction of the Project. Following approval of the design of the Project by the County, and following the County's issuance and/or acquisition of all permits necessary for the construction of the Project, the University shall proceed to construct the Project. The University shall be solely responsible for bidding, awarding of a contract for construction, and administration of the Project, including without limitation inspection as determined to be necessary by the University.

11.2 County Review of Construction. The County may, at its own expense, utilize a project-dedicated resident engineer to periodically review construction progress and to compare the as-constructed portions of the Project with the approved plans. Such inspection shall be for the sole benefit of the County. The County may report deficiencies observed by its inspector to the University, but only the University shall have the authority to stop the work or require corrections to the work. The University shall ensure that the Contractor constructs the project in conformance with the approved design.

11.3 Project Construction Schedule. The Parties shall cooperate toward a goal of completing Project construction within fifteen months of the date that the last required Project permit is issued. University shall diligently prosecute the work, making good faith efforts to ensure that the completion of Project will take place no later than January 1, 2009, barring presently unanticipated conditions or events.

11.4 Temporary Access Permits. If the design and construction of the Project is delayed for any reason other than a breach of this Agreement by the University such that construction of the Project has not been completed prior to the opening of the University's San Clemente Housing Project, then the County shall grant the University whatever permits are necessary to provide for temporary vehicular driveway access to the San Clemente Housing Project from El Colegio Road, which temporary permits shall remain in effect until such time as construction of the Project is complete, so long as work on the Project is being diligently performed and so long as the County deems that public safety is adequately protected by measures in place.

The County may place conditions upon the temporary access as the County deems necessary to provide for public safety. If considered necessary for safety, the County may provide as conditions of such temporary permits that the use of bicycle lanes or sidewalks be temporarily restricted until completion of construction of the Project.

12. Post-Construction Obligations.

12.1 Project Completion. Upon completion of construction of the Project, the University shall record a Notice of Completion with the County Recorder. Such recording shall evidence the completion of construction of the Project. Upon completion of construction, all temporary encroachment permits issued by the County in order to enable or facilitate construction of the Project by the University shall expire.

12.2 Maintenance of El Colegio Road by County. Following the completion of construction of the Project, the County shall maintain El Colegio Road. The County's obligation to operate and maintain El Colegio Road shall include, without limitation, the obligation to operate and maintain the curbs, gutters, roadway, traffic signals, sidewalks, crossings, and drop inlets included in the Project, as depicted in Exhibit A.

12.3 University to Maintain Bike Path, Portion of Landscaping and Portion of Lighting. Following completion of construction of the Project, the University shall operate and maintain the Class I bike path, median plants, landscape planting, irrigation, and area lighting on the north side of El Colegio Road and as shown on Exhibit A.

12.4 Lighting District. The preliminary proposed Lighting Plan is attached as Exhibit G. The County shall incorporate the approved lighting depicted upon Exhibit G into Lighting District 3. The cost of such incorporation shall be paid by the County and shall be considered part of the permit obligations of the County.

12.5 Landscaping and Operations Agreement. Following the execution of this Agreement, the Parties shall negotiate in good faith with regard to a comprehensive landscaping, operations and maintenance agreement applicable to the Project.

13. Indemnification.

13.1 Indemnification by the University. The University shall defend, indemnify and hold harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments, or liabilities arising out of the University's performance or attempted performance of this Agreement, including but not limited to any act or omission on the part of the University's agents, employees, or other independent contractors directly responsible to the University, except those claims, demands, damages, costs, expenses, judgments or liabilities resulting from the negligence or willful misconduct of the County, to the extent of such negligence or willful misconduct by the County. The University shall notify the County immediately in the event of any accident or injury arising out of its performance or attempted performance of this Agreement.

13.2 Indemnification by the County. The County shall defend, indemnify and hold harmless the University, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments, or liabilities arising out of the County's performance or attempted performance of this Agreement, including but not limited to any act or omission on the part of the County's agents, employees, or other independent contractors directly responsible to the County, except those claims, demands, damages, costs, expenses, judgments or liabilities resulting from the negligence or willful misconduct of the University, to the extent of such negligence or willful misconduct by the University. The County shall notify the University immediately in the event of any accident or injury arising out of its performance or attempted performance of this Agreement.

13.3 University Approval of Capital Project. It shall be a condition precedent to the performance of this Agreement that the University approve the design and construction of a capital project authorizing the construction of the Project pursuant to the University's typical process for approval of capital projects. Upon such approval, the University shall provide notice of the approval to the County in writing. If such approval is not obtained on or prior to January 26, 2007 (which date may be extended by the written agreement of the Parties), then this Agreement shall terminate and this Agreement shall have no force and effect.

14. Termination.

14.1 Upon the happening of the events referenced in this agreement, either the County or the University or both (depending upon the terms of the Section invoked) may elect to terminate this Agreement by providing written notice of such termination to the other Party. In the event of such termination, the following provisions shall apply and shall survive the termination of this Agreement:

14.2 The indemnification provisions of this Agreement shall remain in full force and effect.

14.3 The Parties may cooperate in good faith to redesign the Project in order to reduce its cost, or to obtain additional sources of funds to complete the Project as described in this Agreement, and may negotiate in good faith to enter into an agreement which may in substance replace this Agreement.

14.4 Nothing in this Agreement alters any rights that the University may have to obtain driveway access to the San Clemente Housing Project from El Colegio Road in the absence of this Agreement. County retains its discretion and may elect to take lawful action to close any portions of roadways if it deems such closures necessary for reasons of public safety.

14.5 The University shall return to the County any cash contribution made to the University by the County.

14.6 The Parties' positions with respect to obligations and agreements other than this Agreement shall be as they would have been in the absence of this Agreement.

14.7 The Parties shall bear and pay all cost incurred by them in the performance of this Agreement up to and including the date of its termination, and shall have no right to recover such costs from the other party.

15. Incorporation by Reference. All Exhibits referenced in this Agreement are attached to this Agreement, are parts of this Agreement, and are fully incorporated into this Agreement by this reference.

16. Effective Date. This Agreement shall become effective upon the date of signing of this Agreement by the second of the two Parties, or if both sign upon the same date, upon that date, as reflected in the signature blocks below.

17. Invalidity of Provision. If any part, term, clause, provision, obligation, sentence, or Section of this Agreement is determined, found or ruled to be unconstitutional, illegal, invalid, contrary to law or unenforceable, such unconstitutionality, illegality, invalidity, defect or unenforceability shall affect only such part, term, clause, provision, obligation, sentence, or Section, and shall not invalidate any other part, term, clause, provision, obligation, sentence, or Section, which shall remain binding upon the Parties in full force, validity and effect.

18. Counterparts. This Agreement may be executed in any number counterparts, each of which shall constitute a signed original for all purposes. Execution of this Agreement may be evidence by signature transmitted to the other party via electronic facsimile.

19. Binding and Integrated Agreement. The Parties intend that this Agreement, and each and every provision hereof, be binding and enforceable as to each Party in accordance with all of the terms and conditions herein. This Agreement and its exhibits constitute the entire agreement between the Parties with regard to the matters set forth in this Agreement. This is a fully integrated Agreement. This Agreement and supersedes all previous drafts of this Agreement and any and all prior written and oral Agreements with respect to the subject matter of this Agreement.

20. Authority to Enter Into Agreement. Each Party to this agreement represents and warrants that it is authorized and has the capacity to enter into this Agreement, and that each signatory to this Agreement signing upon its behalf is authorized to and has the capacity to sign this Agreement.

21. Amendments Must Be in Writing. The Parties may amend this Agreement, but only by a writing executed by authorized representatives of both Parties. Any purported oral modification of this Agreement is invalid.

22. Notices. Notices required to be given by this Agreement shall be delivered by first class mail and/or personal delivery to the following persons at the following addresses:

TO THE UNIVERSITY:

Donna Carpenter
Vice Chancellor
Administrative Services
UCSB – Mail Box 2033
Santa Barbara, CA 93106

TO THE COUNTY:

Michael F. Brown
County Executive Officer
105 E Anapamu Street, #406
Santa Barbara, CA 93101

Either party may change the name or address of the person to receive notice under the terms of this Agreement by written communication to the other Party.

23. Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

24. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person or entity other than the Parties, nor is anything in this Agreement intended to relieve or discharge any obligation of any person or entity not a Party to this Agreement to either Party, nor to give any person or entity that is not a party to this Agreement any right of subrogation or action over or against any party to this Agreement.

25. No Assignment. Neither Party may assign any of its rights or obligations under the terms of this Agreement to another person or entity without the express written consent of the other Party.

26. Headings. The headings of the Sections to this Agreement are for reference only and are not intended to limit or expand the obligations set forth in each Section of this Agreement.

27. Time of the Essence. Time is of the essence in the performance of this Agreement.

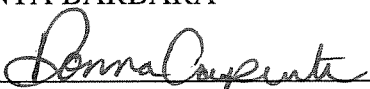
28. Default. The failure of either Party to timely satisfy any of its obligations under the terms of this Agreement shall constitute a substantial breach of this Agreement and a default under this Agreement.

29. Remedies. In the event of a breach and/or a default by either Party to this Agreement with regard to any obligation specified in this Agreement, the other Party shall be entitled, in accordance with applicable law, to sue for and recover all damages which may result from such breach or default. In addition, in the event of such breach or default, the other Party shall, in accordance with applicable law, be entitled to sue for and obtain specific performance, injunctive relief, mandamus, and/or any equitable relief to ensure that the defaulting Party satisfied and complies with its obligations under this Agreement. In the event of breach or default, the non-breaching or non-defaulting party shall have available to it all remedies available under the laws of the state of California, and nothing in this Section limits such remedies.

30. Representation by Counsel. The parties acknowledge and agree that each has been advised and represented by Counsel throughout the negotiation and drafting of this agreement. Accordingly, the provisions of California Civil Code section 1654 or other similar doctrines of law are inapplicable.

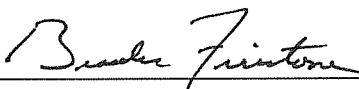
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the later of the dates set forth below:

UNIVERSITY OF CALIFORNIA,
SANTA BARBARA

By: 
Vice Chancellor
Donna Carpenter

Date: 5/2/07

COUNTY OF SANTA BARBARA

By: 
Chair, Board of Supervisors
Brooks Firestone


Date: 23 Apr. '07

ATTEST:

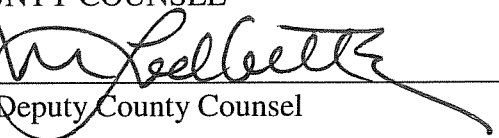
MICHAEL F. BROWN
CLERK OF THE BOARD

By: 
Deputy

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, a California public corporation

By: 
MICHAEL J. BOCCHICCHIO
ASSISTANT VICE PRESIDENT
FACILITIES ADMINISTRATION

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO FORM:

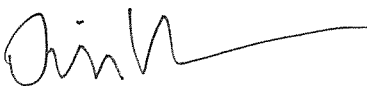
By: 
DAVID M. ROBINSON
UNIVERSITY COUNSEL

EXHIBIT A
PROJECT DESCRIPTION

EXHIBIT A

The project proposes to provide the construction of a signalized four lane with left turn pocket segments of El Colegio Road between the UCSB main campus West Gate at Stadium Road on the east, tapering into the existing pavement section at and Camino del Sur on the west. An additional right turn only lane will be added to El Colegio Road as it approaches the Los Carneros Road intersection. The proposed street design proposed features four signalized at the terminus of three existing streets from the Isla Vista area and at the terminus of Los Carneros Road. Three of the signalized intersections will also serve driveway entrance/egress to/from the San Clemente Project. A fifth new traffic signal at Stadium Road will be designed as a bidding alternative. A schematic illustration of the street design is attached in Appendix A.

The proposed street improvements include pavement, curb and gutter, and sidewalks on the north side of the street and landscaping features and street lighting in the median.

As a separate project, the landscaping, a Class I bike path and new sidewalk on the north side of the street will be provided by the San Clemente Student Housing project. A typical roadway cross section through the travel lanes of the project includes two travel lanes, a left shoulder, a Class II bicycle lane in the direction of travel, and a raised landscaped median. The existing street and sidewalk will remain in place and unchanged through the project length.

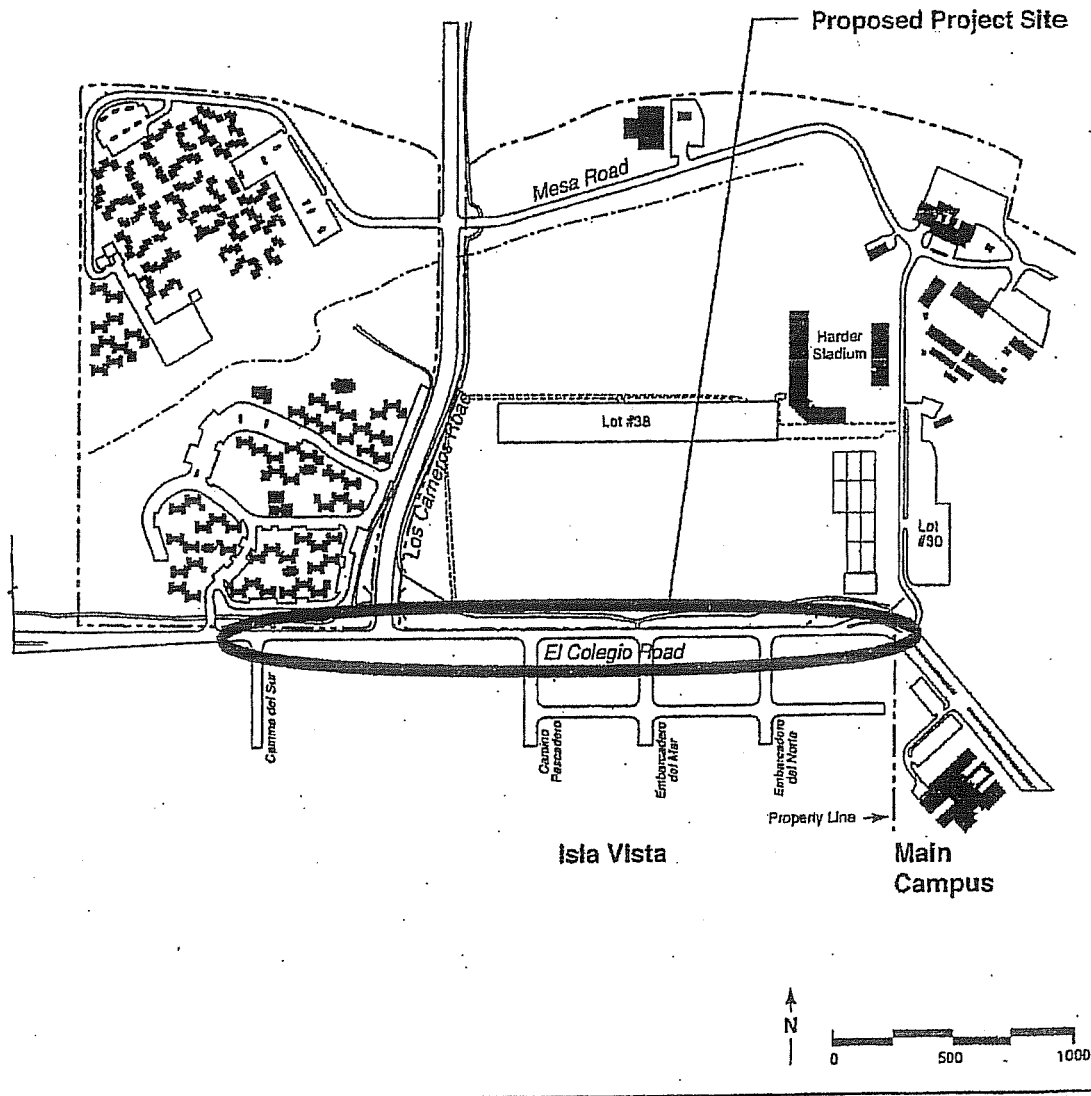
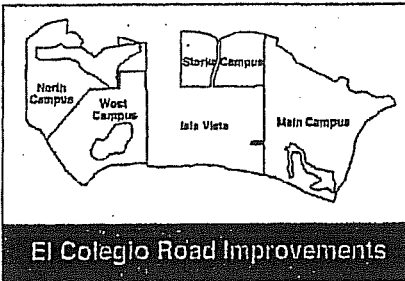
Upon completion of the project, all affected intersections on El Colegio Road will be at level of service C or better, based on projections. The improved road will have the capacity to accommodate project future campus growth through 2025.

Bicycle and Pedestrian Facilities

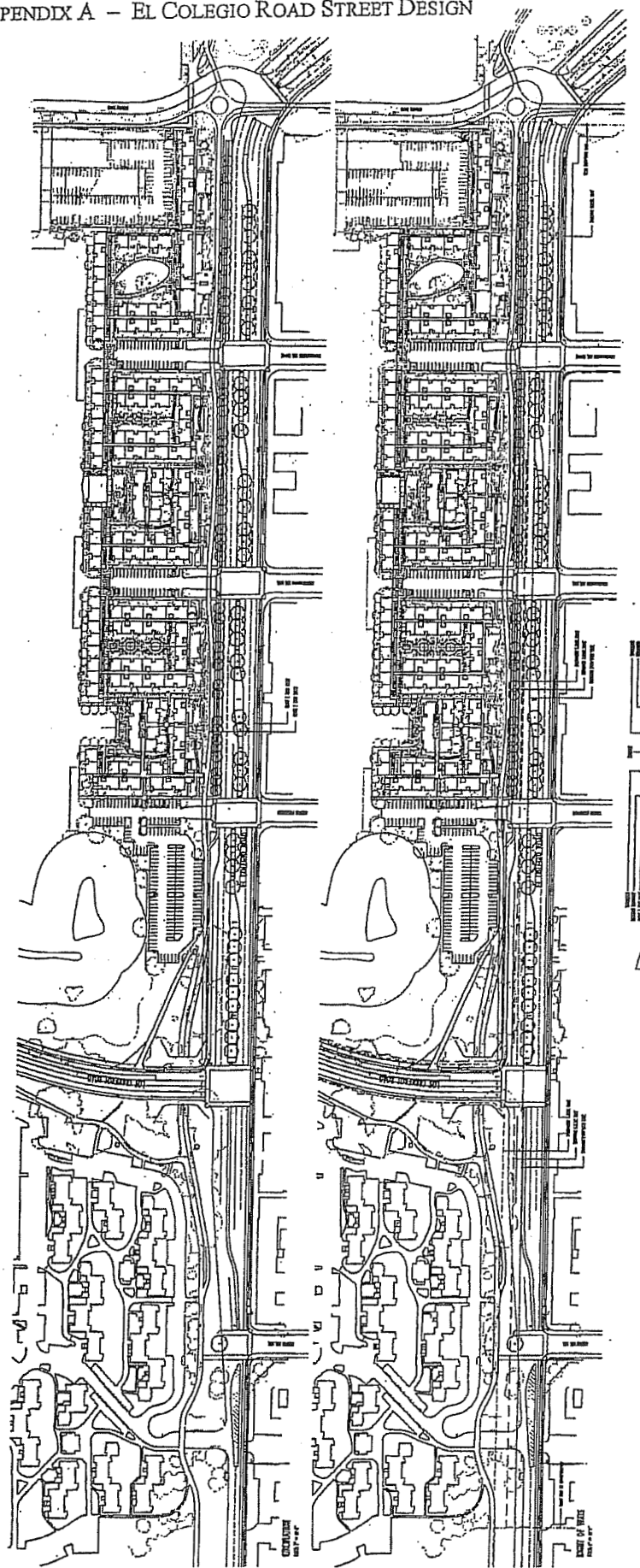
The El Colegio Road Improvements include connections to the on-campus pedestrian and bicycle paths to the east adjacent to Stadium. Pedestrian facilities are provided at the intersections according to FHWA guidelines.

The adjacent San Clemente Housing project provides a Class I bicycle lane on the north side of the roadway separated from the pedestrian sidewalk which connects to an undercrossing, for both pedestrians and bicyclists, at Los Carneros and connects to the system of bicycle paths on campus at Stadium Road. This Class I bicycle lane functions as a component of the County's Coastal Bike Route. A Class II bicycle lane is provided in each direction of travel in the proposed new street section.

University of California, Santa Barbara
STORKE CAMPUS MAP

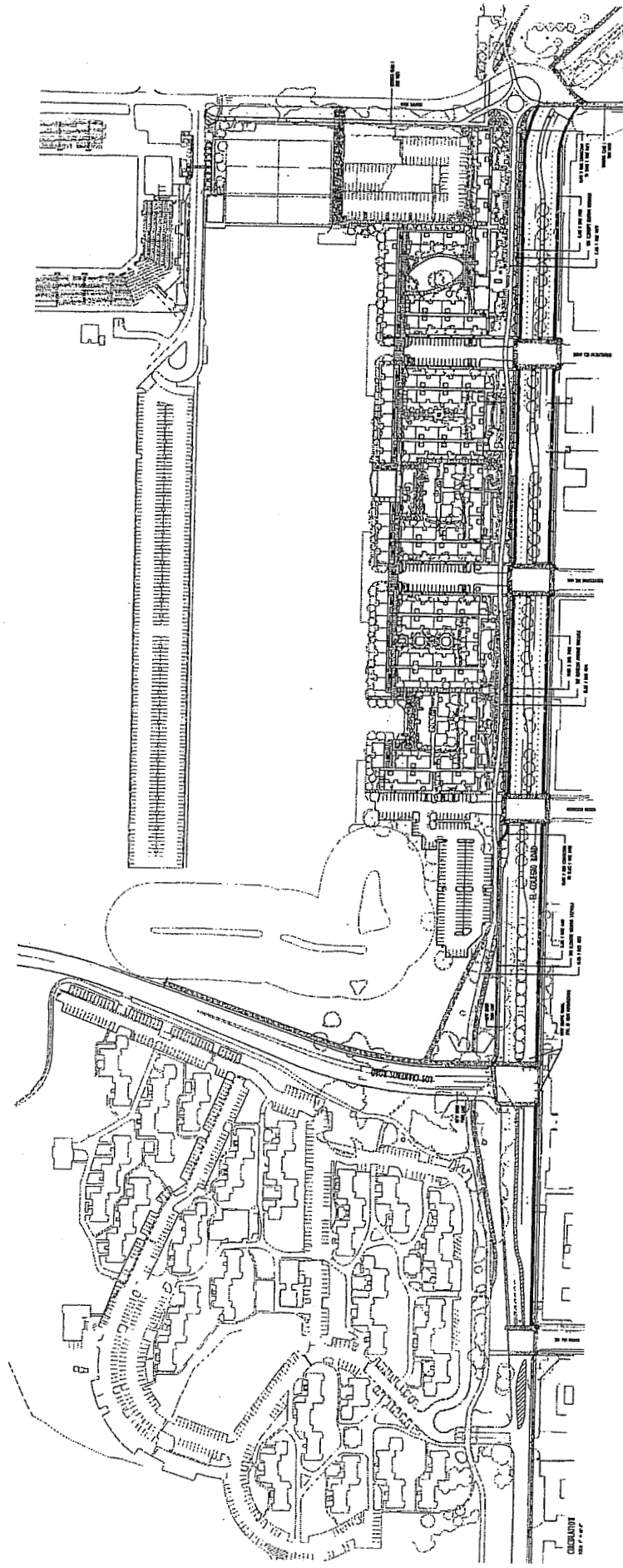


APPENDIX A - EL COLEGIO ROAD STREET DESIGN



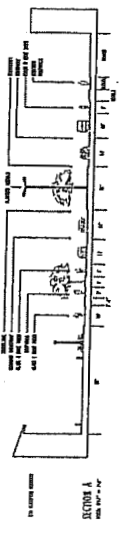
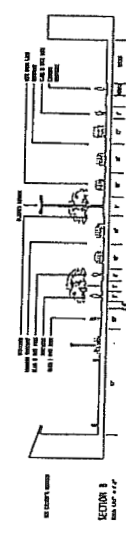
SITE PLAN
 REVISED JAN 11, 1961
 PROJECT #1911

EL COLEGIO ROAD, UCSB
 BRADY DINE INTERIUM ARCHITECTS & ENGINEERS



LEGEND

[Symbol]	EXISTING PAVEMENT
[Symbol]	NEW PAVEMENT
[Symbol]	EXISTING SIDEWALK
[Symbol]	NEW SIDEWALK
[Symbol]	EXISTING DRIVEWAY
[Symbol]	NEW DRIVEWAY
[Symbol]	EXISTING DRIVEWAY
[Symbol]	NEW DRIVEWAY



EL COLEGIO ROAD, UCSB
PAVEMENT REPAIRS, IMPROVEMENTS & EXPANSION

CIRCULATION
PROJECT #1534
DECEMBER 1, 2004



EXHIBIT B
TERMINATION, RELEASE AND QUITCLAIM OF
EASEMENT DOCUMENTS

Recording requested by
and when recorded return to:

DRAFT 1-29-07

UNIVERSITY OF CALIFORNIA
SANTA BARBARA
1325 Cheadle Hall
Santa Barbara, CA 93106-2023
Attn: Director of Real Estate Services

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to
Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 073-120-13, 073-120-14
and 073-120-10

TERMINATION, RELEASE AND QUITCLAIM OF EASEMENT DOCUMENTS

THIS TERMINATION, RELEASE AND QUITCLAIM OF EASEMENT DOCUMENTS, dated as of this ____ day of _____, 2007 (the "Termination Agreement"), is entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter referred to as the "University", and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as the "County".

WHEREAS, the University is the owner of that certain real property located in the unincorporated area of the County of Santa Barbara, State of California, sometimes referred to as Santa Barbara County Tax Assessor's Parcel Numbers 073-200-013, 073-200-014, and 073-120-10, as more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"); and

WHEREAS, the County is the holder of easements on portions of the Land for rights of way and related purposes that were granted to the County by the University pursuant to that certain Right of Way Grant (El Colegio – Storke Road – Los Cameros Road), recorded in the Official Records of the County of Santa Barbara, as Instrument 17294, in Book 2350, Page 955) (the "Prior ROW Easement"); and

WHEREAS, the County and the University's predecessor in interest were parties to that certain Agreement dated October 2, 1961, between the County and Charles A. Storke, Jean S. Menzies, Francis Price, Jr., and Robert M. Jones, as Trustees under Indenture of Trust, dated July 2, 1956, recorded in the Official Records of the County of Santa Barbara as Instrument 37351, in Book 1878, Page 963 (the "Prior 1961 Agreement"), which by its terms is no longer in effect; and

WHEREAS, the parties have entered into a Grant of Easement for Right of Way, of even date herewith (the "New ROW Easement"), for the purpose of granting to the County an easement for right of way purposes over portions of the University's Land that will replace and supersede those granted in the Prior ROW Easement, and which New ROW

Easement will be recorded immediately after recordation of this Termination Agreement;
and

WHEREAS, pursuant to this Termination Agreement, the parties desire to confirm termination of the Prior 1961 Agreement and to cause the County to quitclaim and release its interests in the Prior ROW Easement;

NOW THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The County hereby remises, releases and forever quitclaims to the University, all right, title and interest of the County in the Prior ROW Easement. It is the intent of the parties hereto that the interests granted to the County pursuant to the Prior ROW Easement are terminated by this Termination Agreement.
2. The University and the County hereby confirm that the Prior 1961 Agreement has terminated and that neither party shall have any rights or obligations under the Prior 1961 Agreement.
3. This Termination Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the dates set forth below.

"UNIVERSITY"

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Typed or printed name and title

Date: _____

"COUNTY"

COUNTY OF SANTA BARBARA

By: _____

Typed or printed name and title

Date: _____

By: _____

Typed or printed name and title

Date: _____

ACKNOWLEDGMENT OF COUNTY'S SIGNATURE

C.C. 1189
State of California)
)
County of _____)

On _____ before me, _____,
personally _____ appeared

_____ ,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

(Seal)

ACKNOWLEDGMENT OF UNIVERSITY'S SIGNATURE

C.C. 1189
State of California)
)
County of _____)

On _____ before me, _____,
personally _____ appeared

_____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____
(Seal)

EXHIBIT C
GRANT OF EASEMENT FOR RIGHT OF WAY

Recording requested by
and when recorded return to:

DRAFT 1-29-07

COUNTY OF SANTA BARBARA
Surveyor's Office
WILL CALL

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to
Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 073-120-13, 073-120-14
and 073-120-10

GRANT OF EASEMENT FOR RIGHT OF WAY

THIS GRANT OF EASEMENT FOR RIGHT OF WAY, dated this _____ day of _____, 2007 (the "Agreement"), is entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter referred to as "Grantor", and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "Grantee".

WHEREAS, Grantor is the owner of that certain real property located in the unincorporated area of the County of Santa Barbara, State of California, sometimes referred to as Santa Barbara County Tax Assessor's Parcel Numbers 073-200-013, 073-200-014, and 073-120-10, as more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"); and

WHEREAS, Grantee desires to acquire an easement for right of way purposes over those portions of the Land in such locations as described in Exhibit "B" and depicted on Exhibit "C" (the "Easement Areas"); and

WHEREAS, Grantor is willing to grant to Grantee such an easement over the Easement Areas pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Grantor hereby grants to Grantee, its successors and assigns, an easement (the "Easement") in, over, across and through the Easement Areas, for right of way purposes, including the construction, reconstruction, use, operation, repair, replacement and maintenance of road and pedestrian right of way and related street improvements and appurtenances incidental thereto, as the Grantee, or its successors in interest, may from time to time deem necessary for such right of way purposes.

2. It is the intent of Grantor and Grantee that the Easement Areas will be improved for the purposes of widening El Colegio Road to a four lane roadway, and that such improvements may include bike lanes, curbs, gutters, and sidewalks on the north side of the expanded roadway within the Easement Areas ("Improvements"). Until such time as the Improvements are constructed, Grantor shall have the right to use the Easement Areas in the manner in which they are presently improved, including any sidewalks, bikepaths, and driveways located within the Easement Areas.

3. This grant of Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Easement or the Easement Areas.

4. Grantee, at Grantee's sole cost and expense, shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements, in connection with its activities and use of the Easement Areas.

5. Grantee shall not use or deposit, or permit its contractors, agents, officers, members, employees, invitees, or licensees to use or deposit, any Hazardous Material, as defined below, on the Easement Areas or on the Land adjacent to the Easement Areas, in violation of any environmental laws. The term "Hazardous Material" means any chemical substance, material, controlled substance, object, condition, waste, living organism or combination thereof, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, lead, polychlorinated biphenyls and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are listed, defined or regulated in any matter by any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions applicable to the Land.

6. Grantee agrees to use and conduct its activities about or within the Easement Areas in a manner which shall not unreasonably interfere with Grantor's use and operation of the Land, and Grantee shall not block or impede access to and from Grantor's Land. Except in the event of a emergency, Grantee will provide at least 48 hours' prior notice to Grantor in the event that Grantee's work will affect Grantor's access or operations.

7. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted to Grantee. Grantee shall promptly repair and restore any of Grantor's property, including, but not limited to, roads, sidewalks, bikepaths, driveways, utilities, structures and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Areas, to its original condition except as changed or modified by the Improvements constructed pursuant to this Agreement.

8. This grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Areas or of the Improvements or personal property of Grantee thereto or thereon, including any liability for injury or

death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to protect, defend, indemnify and hold harmless Grantor, its officers, employees, agents, students, invitees and guests, from any and all liabilities, losses, claims, damages, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Areas by Grantee, its contractors, agents, officers, employees, invitees, or licensees, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor or its contractors, agents, officers, members, employees, invitees, or licensees.

9. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Areas and to grant utility and other easements within the Easement Areas so long as such uses do not unreasonably interfere with the rights herein granted to Grantee. Without limiting the foregoing, Grantor and its successors in interest reserve the right to construct and use driveways from Grantor's Land to connect to El Colegio Road (including that portion that, when built, will be located within the Easement Areas) and the right to install, maintain, repair and replace utilities, pipes, conduit, cables and other structures within the Easement Areas, so long as such uses do not unreasonably interfere with the rights herein granted and so long as Grantor obtains any required County permits. The Grantee shall not unreasonably withhold its consent to such requests for permits.

10. Grantee shall not cause liens of any kind to be placed against the Easement Areas or any of Grantor's Land as a result of Grantee's use and activities under this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

"GRANTOR"
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Typed or printed name and title

Date: _____

"GRANTEE"
COUNTY OF SANTA BARBARA

By: _____

By: _____

Typed or printed name and title

Date: _____

Typed or printed name and title

Date: _____

ACKNOWLEDGMENT OF GRANTOR'S SIGNATURE

C.C. 1189

State of California)
)
County of _____)

On _____ before me, _____,
personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the persons(s)
acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

(Seal)

ACKNOWLEDGMENT OF GRANTEE'S SIGNATURE

C.C. 1189

State of California)

)

County of _____)

On _____ before me, _____,

personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the persons(s)
acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA,
COUNTY OF SANTA BARBARA: SS. § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant of Easement for Right of Way dated _____, 2007 from THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on _____, and the County of Santa Barbara as Grantee consents to recordation thereof by its duly authorized officer.

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: _____
Deputy

WITNESS my hand and official seal

this _____ day of _____, _____.

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

Those portions of land in the County of Santa Barbara, State of California, more particularly described as follows:

Parcel One (El Colegio Road)

Beginning at a 3 1/2" brass cap marked "GEO O MORRISON PROP. SURVEY CA STORKE JULY 1923", said brass cap being on the northerly line of the county road as shown on County Surveyor's Map 564 (now known as El Colegio Road); thence, along said northerly line,

- 1st - South 89° 42' 46" East 153.64 feet; thence,
- 2nd - South 89° 42' 10" East 766.68 feet to the easterly line of the land described in the deed to the Regents of the University of California, recorded March 1, 1963 in Book 1979 of Official Records, Pages 878 through 882 inclusive; thence, leaving said northerly line along said easterly line,
- 3rd - North 00° 18' 42" East 22.23 feet to the southerly line of the land described in the deed to the Regents of the University of California recorded in Book 2490 of Official Records of said County, Pages 409 through 411 inclusive; thence, along said southerly line the following 3 courses:
- 4th - North 89° 34' 07" East 34.43 feet to the beginning of a curve, concave southerly and having a radius of 800.50 feet; thence along said curve,
- 5th - Easterly 39.99 feet through a central angle of 02° 51' 45"; thence
- 6th - South 86° 50' 25" East 9.61 feet to the westerly line of the land described in the deed to the Regents of the University of California recorded September 3, 1963 in Book 2010 of Official Records of said County, Pages 778 through 780 inclusive; thence, along said westerly line,
- 7th - South 00° 18' 42" West 21.19 feet to said northerly line of said county road; thence, along said northerly line,
- 8th - South 89° 42' 10" East 1,808.44 feet to the easterly line of said land described in said deed to the Regents of the University of California recorded September 3, 1963; thence along last said easterly line,
- 9th - North 00° 18' 45" East 36.50 feet to a line parallel with and distant 36.50 feet from said northerly line; thence along said parallel line,
- 10th - North 89° 42' 10" West 1575.02 feet; thence,
- 11th - North 00° 17' 50" East 6.00 feet to a line parallel with and distant 42.50 feet from said northerly line of said county road; thence, along said parallel line,

- 12th - North 89° 42' 10" West 444.73 feet to the beginning of a curve, concave northeasterly and having a radius of 50.00 feet; thence along said curve,
- 13th - Northwesterly 65.91 feet through a central angle of 75° 31' 24" to a point on a line parallel with and distant 80.00 feet from said northerly line of said county road; thence along said parallel line,
- 14th - North 89° 42' 10" West 92.80 feet to a point hereafter referred to as "Point A"; thence leaving said parallel line,
- 15th - South 00° 17' 50" West 16.50 feet; thence,
- 16th - South 45° 29' 34" West 34.06 feet to a line parallel with and distant 39.50 feet from said northerly line of said county road; thence along said parallel line,
- 17th - North 89° 42' 10" West 11.00 feet; thence, leaving said parallel,
- 18th - North 00° 17' 50" East 2.50 feet to a line parallel with and distant 42.00 feet from said northerly line of said county road; thence, along said parallel line,
- 19th - North 89° 42' 10" West 463.00 feet; thence,
- 20th - North 89° 42' 46" West 785.14 feet to the west line of the land described in said deed to the Regents of the University of California, recorded March 1, 1963 in Book 1979 of Official Records, Pages 878 through 882 inclusive; thence along said west line,
- 21st - South 00° 18' 44" West 42.00 feet to the northerly line of said county road; thence along said northerly line,
- 22nd - South 89° 42' 46" East 631.51 feet to the POINT OF BEGINNING;

Containing an area of 3.18 acres, more or less.

Parcel Two (Los Carneros Road)

A strip of land 84.00 feet wide, more particularly described as follows:

Beginning at a point on the 14th course of herein described Parcel One, said point bears South 89° 42' 10" East 84.00 feet from the aforementioned Point A, thence along said 14th course,

1st - North 89° 42' 10" West 84.00 feet; thence leaving said 14th course, at right angles,

- 2nd - North $00^{\circ} 17' 50''$ East 76.82 feet to the beginning of a curve concave easterly and having a radius of 1004.50 feet; thence along said curve,
- 3rd - Northerly 360.88 feet through a central angle of $20^{\circ} 35' 04''$; thence,
- 4th - North $20^{\circ} 52' 54''$ East 487.65 feet; thence,
- 5th - North $12^{\circ} 42' 08''$ East 154.63 feet to the west line of Los Carneros Road as described in Book 1883 of Official Records, Page 124; thence, along said west line,
- 6th - South $00^{\circ} 18' 42''$ West to a line parallel with and distant 84.00 feet from the 4th course of herein described Parcel Two; thence along said parallel line,
- 7th - South $20^{\circ} 52' 54''$ West 358.25 feet to the beginning of a curve concave easterly, having a radius of 920.50 feet; thence along said curve,
- 8th - Southerly 330.70 feet through a central angle of $20^{\circ} 35' 04''$; thence,
- 9th - South $00^{\circ} 17' 50''$ West 76.82 feet to the POINT OF BEGINNING.

Containing an area of 1.75 acres, more or less.

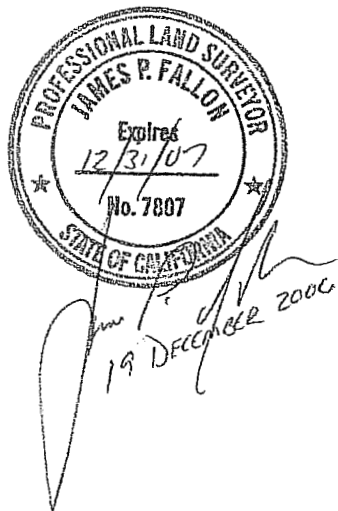
Parcel Three (Storke & El Colegio)

All of Parcel Two of Instrument Number 17294, recorded in Book 2350 of Official Records, Pages 955 through 960, inclusive, more particularly described as follows:

Beginning at the southwest corner of the parcel of land described in the right of way grant to the county of Santa Barbara, recorded as instrument number 40367 in book 1883, page 879 of official records in the Santa Barbara county recorder's office, said point of beginning being on the east boundary of the 221.47 acre parcel of land, as said parcel is particularly shown on map filed in book 81, page 50, record of surveys in said county recorder's office; thence along the east boundary of said last mentioned parcel of land, north $0^{\circ} 00' 54''$ east, 62.13 feet to the northeast corner of said 221.47 acre parcel of land; thence along the northerly boundary of said last mentioned parcel of land, south $89^{\circ} 56' 49''$ west, 40.00 feet to the southeast corner of the parcel of land described in the right of way grant to the county of Santa Barbara recorded as instrument number 3097 in book 1132, page 488 of official records in said county recorder's office; thence along the south boundary of said last mentioned parcel of land, being along the north boundary of said 221.47 acre

parcel of land, south 89° 56' 49" west, 25.00 feet to the southeast corner of the parcel of land described in the right of way grant to the county of Santa Barbara, recorded as instrument number 3099 in book 1132 page 496 of official records in said county recorder's office; thence along the south boundary of said last mentioned parcel of land, south 89° 56' 49" west, 30.00 feet to the southwest corner of said last mentioned parcel of land; thence along the southerly prolongation of the westerly boundary of said last mentioned parcel of land, south 0° 00' 54" west, 62.13 feet; thence north 89° 56' 49" east, 95.00 feet to the point of beginning.

Containing an area of 0.14 acres, more or less.

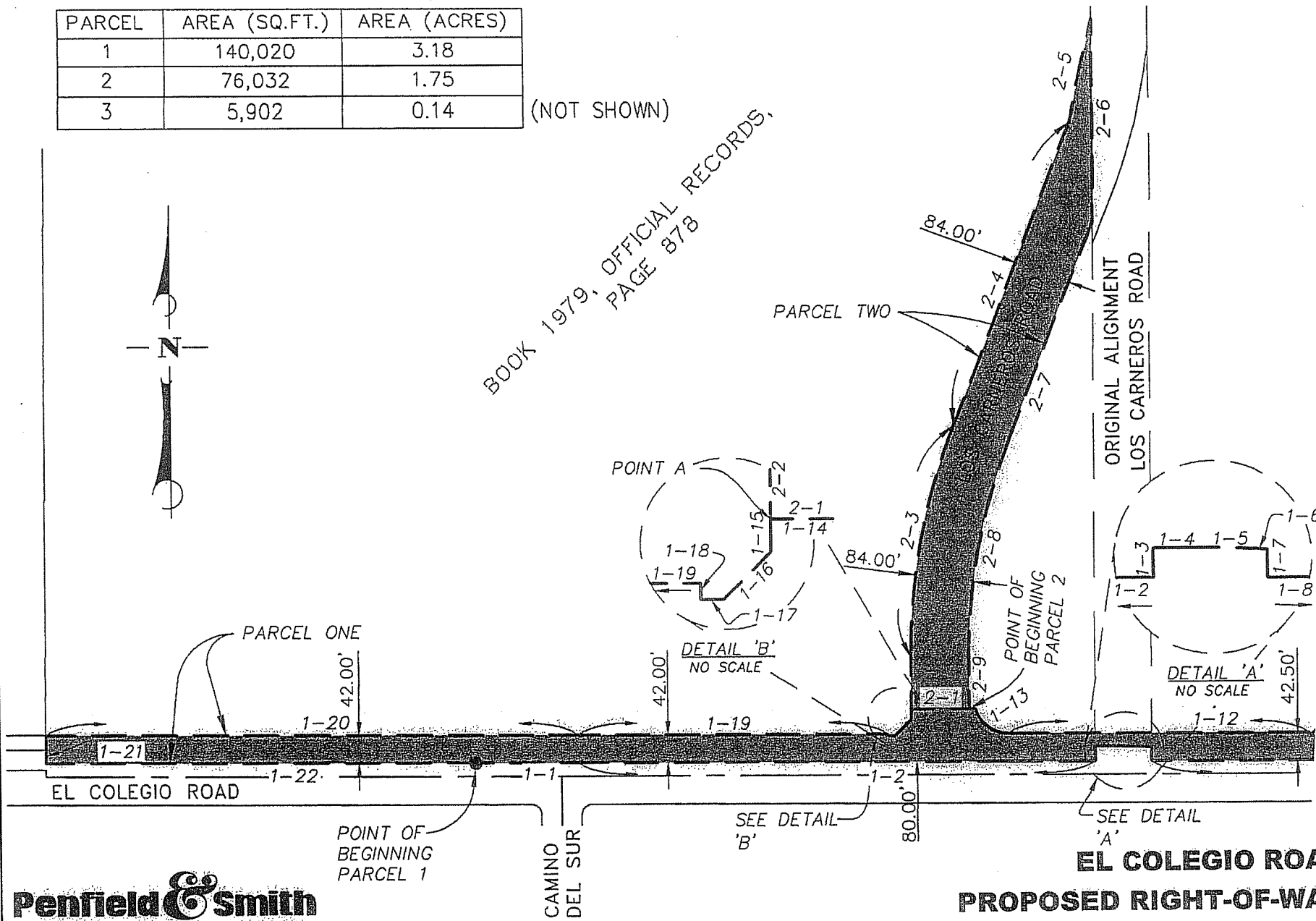
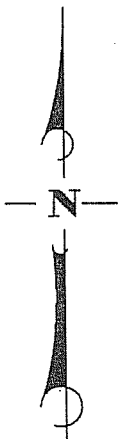


PROPOSED PARCEL AREA

PARCEL	AREA (SQ.FT.)	AREA (ACRES)
1	140,020	3.18
2	76,032	1.75
3	5,902	0.14

(NOT SHOWN)

BOOK 1979, OFFICIAL RECORDS,
PAGE 878



Penfield & Smith
ENGINEERS • SURVEYORS • PLANNERS

12/18/06

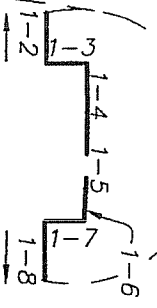
16436EX1.DWG

1" = 200'

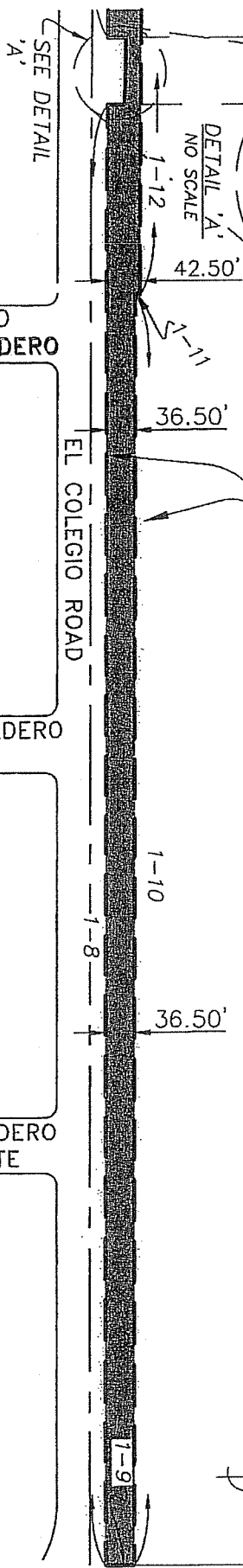
**EL COLEGIO ROAD
PROPOSED RIGHT-OF-WAY**

1 OF 2

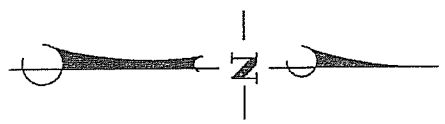
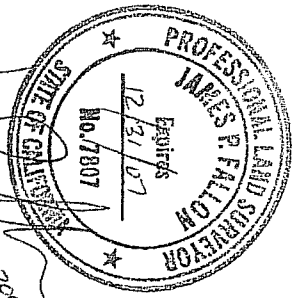
ORIGINAL ALIGNMENT
LOS CARNEROS ROAD



DETAIL 'A'
NO SCALE



BOOK 2010, OFFICIAL RECORDS,
PAGE 778



Penfield & Smith
ENGINEERS • SURVEYORS • PLANNERS

12/18/06 16436EX1.DWG 1" = 200'

**EL COLEGIO ROAD
PROPOSED RIGHT-OF-WAY**

2 OF 2

**EXHIBIT D
PROJECT BUDGET**

Exhibit D

El Colegio Roadway Budget

Total Project Cost	\$7,300,000
Construction (University)	\$6,800,000
Permitting (County)	\$ 500,000

Source of Funds:

Roadway Contribution (University)	\$2,200,000
North Campus Contribution (University)	\$ 800,000
University Contribution Cash	\$2,000,000
*Contribution by County	\$1,800,000
Permitting County	\$ 500,000

*\$1,000,000 approved 2/17/04 BOS to improve El Colegio

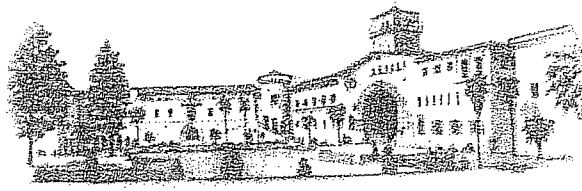
*\$800,000 LRDP Trust Fund designated to GTIP projects

Budget items referred to within Pages 2-4 of Agreement regarding Improvements to El
Colegio Roadway Approved by Santa Barbara County Board of Supervisors
November 14, 2006

EXHIBIT E
PROJECT INFORMATION REQUIREMENTS

COUNTY OF SANTA BARBARA

Michael F. Brown
County Executive Officer



105 East Anapamu Street, Suite 406
Santa Barbara, California 93101
805/568-3400 • Fax 805/568-3414
www.co.santa-barbara.ca.us

EXECUTIVE OFFICE

January 23, 2007

Mr. Erich Brown
UCSB
Office of Design & Construction Services
Santa Barbara, CA 93106-1030

Dear Mr. Brown:

Thank you for the recent telephone conversation regarding information required for the El Colegio Roadway Project. As noted, we have assembled our project team and have begun reviewing all pertinent information now on file to provide for the most efficient processing possible for this project.

In order for the County to prepare the formal application, key information is required by the University. This request for information will set the foundation for the application, however, as the project description is refined, additional information may be requested. As noted in our telephone conversations, two key documents and corresponding information are needed for the basis of the application:

1. The Development Plan
2. Site Plan/Topographic Map

I have enclosed these documents for your reference and look forward to receiving all information required.

In addition, to further facilitate application preparation, please also include as part of the overall project description and/or site plan the following items.

1. A plan which includes:

- Parcel lines (including adjacent parcel lines within approximately 150 feet of the right-of-way);
 - Labels on everything (road names, sidewalks, bike paths, etc.);
 - Labels on all structures, including pavement, as either existing (E) or new (N);
- and

- Clearly delineates the project area boundary. (The boundary should be a closed line that follows the ROW lines along the north and south sides of El Colegio, crosses each of the five intersecting streets, and connects the ROW lines at the east and west ends of the project. No construction related to the roadway project can occur outside of this project area boundary.) All of the site area plans must show the entire project area.
2. Show how the proposed project ties into the existing road, sidewalk, and bikeway pavement project area. All of the site area plans must extend all the way to the west end of the project area.
 3. One of the plans should be the complete site plan of all proposed construction. It must show the locations and dimensions of all proposed structures, pavement, and other project features. This site plan must be on a base map that is adequately referenced to existing features on the ground and property boundaries (parcel lines) so that the locations of proposed construction can be clearly understood. It should show the locations of cross-sections. It should provide calculations of total project area, total paved area, net increase in paved area, and total landscaped area.
 4. Clearly differentiate (by labeling, shading, or other means) between existing pavement and new pavement, especially the sidewalks, driveways, and streets.
 5. Please indicate on the plans and explain in the project description whether the Class I bike path and the sidewalks (both north and south sidewalks) will be inside or outside the ROW.
 6. Please provide a Plant Communities/Habitat Map with west and east portions shown at the same scale (preferably at the same scale as the project plans).
 7. The Tree Removal Plan should show tree removal *inside* and *outside* the ROW.
 8. The Roadway Landscape Plan should identify the proposed tree species. The Plan should also describe tree size at planting and at maturity. Please provide an Irrigation Plan for the landscape areas.
 9. Provide a Street Lighting Plan with details about the design, locations, and luminosity of the lighting fixtures. Include pedestrian and Class 1 bike path lighting.
 10. Provide a Detour Plan to indicate traffic flow (vehicular and bicycle) during construction.

Mr. Erich Brown
El Colegio Roadway
January 23, 2007
Page 3

11. Indicate on a Site Plan the locations of all construction areas, worker parking, equipment staging, and wash down areas.
12. Indicate existing and proposed new ROW lines.

Again, including these items will assist in preparation of the project application as well as subsequent design review efforts. We would appreciate receiving these documents by February 5, 2007 in order to continue to move the project forward.

Should you have any questions, please contact me at 568-3412.

Sincerely,



Terri Maus-Nisich
Assistant CEO
TMN:sf

Enclosures: 2

cc: Jamie Goldstein, Deputy Director, Redevelopment Agency
Scott McGolpin, Deputy Director, Transportation
June Pujo, Planning & Development
Joy Hufschmid, Long Range Planning

**EXHIBIT F
ENCROACHMENT PERMIT**



County of Santa Barbara
 Department of Public Works, Road Division Permit Office
 4417 Cathedral Oaks Road
 Santa Barbara, CA 93110

Road Encroachment Permit Application

Permit No. _____

PART I - PERMIT APPLICATION DATA

APPLICATION DATE: _____

JOB ADDRESS: _____

APN: _____ Lot No. _____ Tract No. _____

TYPE OF WORK: _____

APPLICANT INFORMATION	
Name: _____	E-mail address: _____
Check one: Owner [<input type="checkbox"/>] Authorized Agent [<input type="checkbox"/>]	(if not owner, please complete Part II on back)
Mailing Address: _____	
Telephone: (Day) _____	(Night) _____ (Cell/Fax/Pager) _____

OWNER INFORMATION	
Owner: _____	
Telephone: (Day) _____	(Night) _____ Pager _____
(Cell) _____	(Fax) _____ E-mail _____
Mailing Address: _____	

GENERAL CONTRACTOR INFORMATION	
Company Name: _____	
Company Representative: _____	State License No.: _____
Telephone: (Day) _____	(Night) _____ (Pager) _____
(Cell) _____	(Fax) _____ E-mail _____
Address: _____	
Worker's Comp. Insurer: _____	Exp. Date: _____

SUBCONTRACTOR OR GRADING/EXCAVATING CONTRACTOR INFORMATION	
Company Name: _____	
Company Representative: _____	State License No.: _____
Telephone: (Day) _____	(Night) _____ (Pager) _____
(Cell) _____	(Fax) _____ E-mail _____
Address: _____	

ARCHITECT/ENGINEER	
Company Name: _____	
Company Representative: _____	Registration No.: _____
Telephone: (Day) _____	(Night) _____ (Pager) _____
(Cell) _____	(Fax) _____ E-mail _____
Address: _____	

PART II
PROPERTY OWNER (PERMITTEE) AUTHORIZATION
(Please complete this section only if owner is not the applicant)

I/We _____ authorize and give consent to _____ to act as my/our authorized agent to apply for, sign, and receive in my/our behalf, a Road Division Encroachment/Excavation Permit. I/we understand that as the legal property owner where the encroachment/excavation is to take place, that I/we are responsible and liable for all actions, costs, and liabilities associated with this Encroachment/Excavation Permit.

Signature Date

STATE OF _____ [] Notarization not Required
COUNTY OF _____

On _____, before me, a Notary Public in and for said County and State, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and Official Seal _____

PART III
Signature Block

I _____ hereby make application to excavate and/or encroach in the Public Road/
(Print Name)

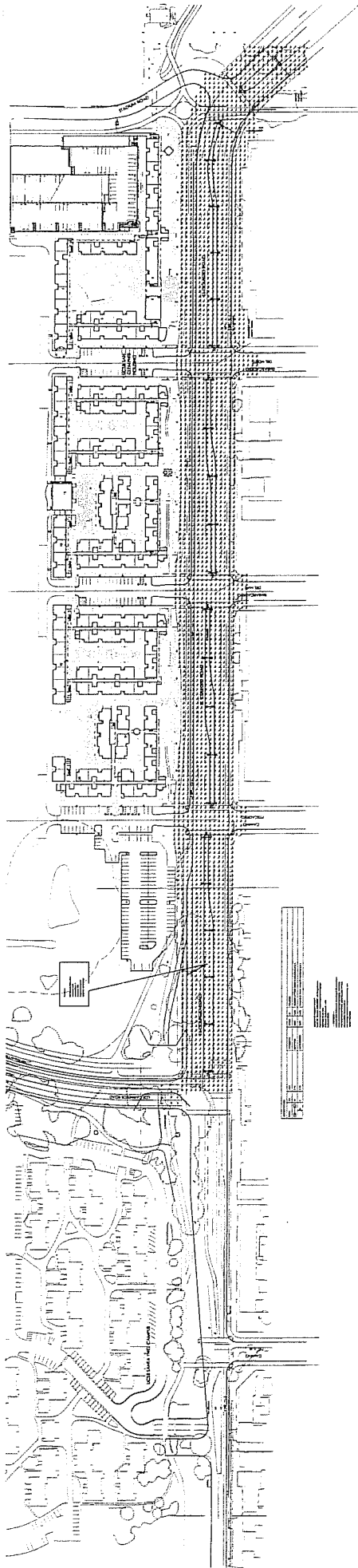
Right-of-Way at the location(s) and as described herein, subject to the provisions required by Ordinance No. 1491, of Santa Barbara County, applicable State or Federal Regulations, AND ANY SPECIFIED REQUIREMENTS ATTACHED HERETO.

It is agreed by the applicant that the County of Santa Barbara and any officer or employee thereof shall be saved harmless by the applicant from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that all of said liabilities are hereby assumed by the applicant

Signed: _____ Date: _____

For County Use Only		
Estimated Cubic Yards of excavations Cut _____	Fill _____	Total _____
Total Fees Paid \$ _____	Receipt No. X _____	Start Date of Work _____

**EXHIBIT G
PROJECT LIGHTING PLAN**



EL COLEGIO ROAD, UCSB
 HANLEY ELIUS DERRIGAN, ARCHITECTS & ENGINEERS



LIGHTING CALCULATIONS
 OCTOBER 17, 1964 PROJECT #4054



EXHIBIT
NORTH CAMPUS HOUSING “COOPERATIVE AGREEMENT”

**Cooperative Agreement
University of California, Santa Barbara
and County of Santa Barbara**

THIS COOPERATIVE AGREEMENT ("Cooperative Agreement") is entered into as of November 14, 2006, by and among THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation, on behalf of the University of California, Santa Barbara (the "University") and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (the "County"), collectively referred to herein as the "Parties".

RECITALS

WHEREAS, the University and the County are governmental agencies with adjacent jurisdictions in the Santa Barbara area of California; and

WHEREAS, this Cooperative Agreement is entered into by the Parties in furtherance of the University's proposed faculty and family student housing projects identified in the *North and West Campuses 2006 Long Range Development Plan Amendment* ("2006 LRDP Amendment") and associated Notice of Impending Development and Coastal Development Permit (the "2006 NOID and CDP") for which the University has submitted an application to the California Coastal Commission for approval; and

WHEREAS, representatives of the Parties to this Cooperative Agreement have participated in a series of meetings designed to address the interests of each party; and

WHEREAS, this Cooperative Agreement will fulfill obligations of the Parties under the Memorandum of Understanding Concerning the Ellwood-Devereux Joint Proposal ("MOU"), approved by University, City of Goleta, and County in February 2003, a true copy of which is attached hereto and incorporated herein by this reference as Exhibit 1; and

WHEREAS, the Parties recognize the desirability of maintaining and furthering a cooperative relationship which will be supportive of the planning goals and efforts of the University and County, and believe this Cooperative Agreement is one element in establishing such a relationship; and

WHEREAS, the County will fulfill its obligations under the Ellwood-Devereux MOU, including providing affirmative public support for the University's faculty and family student housing projects to the California Coastal Commission for development that is consistent with the University's 2006 LRDP Amendment and 2006 NOID and CDP; and

WHEREAS, the Parties acknowledge the University's proposed faculty and family student housing projects identified in the 2006 LRDP Amendment and 2006 NOID and CDP are part of the University's overall plans and programs to provide affordable housing to its employees and students in close proximity to the Main Campus, that will also reduce traffic and reduce other impacts on the surrounding community; and

WHEREAS, the financial or other obligations of the University under this Cooperative Agreement do not take effect unless and until the 2006 LRDP Amendment and 2006 NOID and CDP are finally approved by the California Coastal Commission, the time within which to bring a legal action challenging the Commission's approval has expired, or in the event litigation is commenced, a final adjudication has been reached upholding the 2006 LRDP Amendment and 2006 NOID and CDP in its entirety, and the Coastal Commission has issued its permits to the University for the projects identified in the 2006 NOID and CDP.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties hereby covenant, promise and agree as follows:

1. PROJECTS

1.1 The North Parcel Faculty Housing complex will provide up to 172 units with a range of housing types and sizes including: 105 three-story townhomes, 58 two-story townhomes, and nine detached single-family homes, all with an architectural color palate compatible with the neighboring community, and coastal access provided through the project with trails linking to the open space to the south.

1.2 The Sierra Madre Family Student Housing complex will provide up to 151 units in six three-story structures along Storke Road and Whittier Drive east of the Ocean Meadows golf course.

1.3 The County agrees to publicly support the University's faculty and family student housing project application pending before the California Coastal Commission as part of the University's 2006 LRDP Amendment and 2006 NOID and CDP. County support shall include the submission of written or verbal statements of affirmative support for said projects to the Coastal Commission and/or Coastal Commission staff.

2. OPEN SPACE AND SENSITIVE HABITAT

2.1 The University will agree to seek approval of its 2006 LRDP Amendment and 2006 NOID and CDP from the California Coastal Commission, a component of which is the *Ellwood-Devereux Coast Open Space and Habitat Management Plan* (Open Space Plan), which designates the West Campus Bluffs and South Parcel as Nature Parks and as permanent open space, and clusters the faculty and family student housing away from the coast, consistent with the Ellwood-Devereux MOU signed by the Parties.

2.2 As Part of the Open Space Plan component of the 2006 LRDP Amendment, the University proposes to commit up to \$1.46 million dollars in initial improvements to the areas designated as Nature Parks and permanent open space on the West Campus Bluffs and South Parcel, and elsewhere on the North and West Campuses, including coastal access trails and parking, as well as habitat enhancement and restoration that will create new environmentally sensitive habitat area (ESHA) within the Nature Parks. New ESHA will also be created within the Nature Parks with grant and funding from sources other than the University, and from any future mitigation funds the University may provide from as-yet unidentified development projects. It is anticipated that the land area designated as ESHA within the Nature Parks will continue to increase over time until most or all of the Nature Parks are so designated.

2.3 In furtherance of the University's commitment in Sections 2.1 and 2.2 to designate as Nature Parks and preserve as open space the West Campus Bluffs and South Parcel, the County will support the University's application to the California Coastal Commission for approval of the University's 2006 LRDP Amendment and 2006 NOID and CDP. The County acknowledges that if approved by the Coastal Commission, the 2006 LRDP Amendment authorizes the University to implement improvements identified in the Open Space Plan that will protect and enhance natural resources and improve visitor experience. Notwithstanding, the University acknowledges that the County may request the Commission to condition approval of the 2006 LRDP Amendment and 2006 NOID and CDP upon the University's implementation of a mechanism to ensure the protection of the South Parcel Nature Park as open space in perpetuity. Each Party reserves its right to support or challenge such requested condition.

3. FUNDING OF IMPROVEMENTS

3.1 Consistent with The Regents of the University of California's Findings certifying the *Faculty and Family Student Housing, Open Space Plan and LRDP Amendment Environmental Impact Report* ("LRDP Amendment EIR"), the University participated in negotiations with the City of Goleta and County to determine the University's "fair share" funding of roadway improvements, pursuant to procedures similar to those described in Government Code 54999 et seq. for contributions to utilities. The University acknowledges that the County has an established mechanism to collect funds from other developers or entities within its jurisdiction that contribute to traffic impacts on the roadways and intersections identified below, and that the County intends to use University "fair share" funding to implement the road or intersection improvements identified below.

3.2 The University's "fair share" commitment of funds identified in Section 3.4 was established through good faith negotiations between the Parties.

3.3 The University "fair share" contribution toward completion of particular road improvement project(s) within the County will serve the University's specific public purposes and mission as an educational and research institution by providing safe, reliable, and expeditious transportation access to the campus, and does not exceed a level that reflects the direct benefits that accrue to the University. University contribution is not a fee.

3.4 For each road segment and intersection identified in the LRDP Amendment EIR, listed below, the Parties agree that the University’s “fair share” commitment toward implementation by the County of the road and intersection improvement projects are as follows, and that implementation of the improvements would increase capacity and/or reduce traffic levels on the identified road segments and/or intersections to acceptable levels of service:

within the County	Total:	\$749,193
Los Carneros Road-El Colegio Road intersection		\$ 41,955
El Colegio Road segment, Camino Corto to Stadium Road		\$681,016
Storke Road segment, from El Colegio Road to County limits		\$ 26,222

3.5 Funds identified in Section 3.4 shall be used by the County for improvement projects or programs identified in the LRDP Amendment EIR or with the concurrence of the University, for other projects or programs that are reasonably demonstrated to divert and/or reduce traffic at one or more of the intersections or road segments identified in Section 3.4, above, by amounts equal to or greater than the average daily traffic (ADT) on road segments generated by the University faculty and family student housing projects on those roadways, or by amounts equal to or greater than the peak hour traffic (PHT) at intersections generated by the University housing projects at those intersections, as identified in the LRDP Amendment EIR. To the extent projects or programs other than those identified in the LRDP Amendment EIR are proposed by the County, and concurred with by the University, payment by the University of its fair share towards implementation of said projects will fulfill the University’s mitigation requirement identified in the LRDP Amendment EIR with regard to the intersections and road segments identified in Section 3.4, and nothing in the foregoing would obligate the University to accelerate or supplement its “fair share” funding commitment.

3.6 The University’s “fair share” commitment of funds will be deposited to an interest-bearing Roadway Improvement Projects Account to be established by the University on a proportionate basis (based on 323 units) at the initial sale or initial beneficial occupancy of each completed faculty/staff unit, and the initial beneficial occupancy of each completed student unit as shown in the following table:

	Faculty/Staff/Student Unit
County Share	\$2,319

Within 10 days of receiving notification from the County of intent to implement improvements to roadways or intersections identified in Section 3.4 in a manner consistent with Section 3.5 of this Agreement, the University will transmit a maximum of fifteen percent (15%) of the University’s total fair share of funding for the specified improvement project(s) as identified in Section 3.4 to the County for costs associated with the engineering design and/or right of way acquisition of said improvements. If a notice to proceed with construction of said improvements is not issued by the County within 18 months of receipt of funds for design and/or right of way acquisition of said improvements, County shall reimburse the University Roadway Improvement Projects Account for the total amount withdrawn, plus the amount of interest that would

otherwise have accrued for funds in the Roadway Improvement Projects Account had the funds not been withdrawn from the Account by the County. All remaining funds for construction of said improvements shall be transmitted to the County within 10 days of receipt by the University of the County's notice of intent to proceed with construction on the particular road and intersection improvement project(s). Interest earned by funds in the University Roadway Improvement Projects Account, equal to the University's Short Term Investment Pool (STIP) net yield for all Santa Barbara campus funds, will be retained by the University. The University will provide the County with an annual statement of transaction activity in the Roadway Improvement Projects Account following the close of each July-June fiscal year, until such time that all funds are distributed to the County and the Account balance is zero.

3.7 Implementation of the University's faculty and family student housing projects may be phased over several years, therefore the University's "fair share" funding commitment to each road improvement project will also be adjusted based on the cumulative change in the Engineering News Record Construction Cost Index when payments to the Roadway Improvement Projects Account are made. The cumulative change in the Engineering News Record Construction Cost Index shall be determined by dividing the most recently published monthly Engineering News Record Construction Cost Index by the monthly Engineering News Record Construction Cost Index effective at the time the agreement is executed.

4. PERMIT ISSUANCE

Implementation of the University's faculty and family student housing project application pending before the California Coastal Commission as part of the University's 2006 LRDP Amendment and 2006 NOID and CDP will require primary access and/or emergency access from various County streets and roads, including Storke Road—see Exhibit 2, or other locations as yet unidentified. The University's project will also require primary utilities from various locations within County streets and roads or other locations. The University's project also includes coastal access trails from various locations within the County. The County will provide timely ministerial issuance of any encroachment permits or other related permits or authorizations required for the construction of street frontage, utilities, or coastal access trails improvements—including median improvements and acceleration and deceleration lanes on Storke Road—to accommodate such University development, upon receipt by the County of appropriately completed planning documents and processing applications from the University. Said application shall include street improvement plans identifying all proposed improvements within County road Right of Way. The University intends to enter into a separate agreement to provide an entry road and a coastal access bike path/emergency access way from Storke Road across University property to a proposed 32-unit housing development located on the Ocean Meadows Golf Course (Ocean Meadows Residences), adjacent to the University's family student housing project. If this private development is approved by the County and California Coastal Commission and construction of this private development proceeds in advance of the University's family student housing project and the developer of the Ocean Meadows Residences constructs the access road from Storke Road to the private development, then the County will provide to the developer of the Ocean Meadows Residences timely ministerial issuance of any

encroachment permits or other related permits or authorizations required for the construction of street frontage, utilities, or coastal access improvements—including median improvements and acceleration and deceleration lanes on Storke Road—to accommodate such development of the entry road and coastal access bike path/emergency access way across University property to the private development, upon receipt by the County of appropriately completed planning documents and processing applications from the developer of the Ocean Meadows Residences.

5. MISCELLANEOUS PROVISIONS

The Parties agree that if the Projects referenced in Section 1 of this Cooperative Agreement are modified in any material manner that the terms of this Cooperative Agreement shall be subject to revision at the request of any party hereto.

6. COUNTERPARTS

This Cooperative Agreement may be executed in any number of counterparts, each of which shall constitute a signed original for all purposes.

7. BINDING

The Parties intend that this Cooperative Agreement, and each and every provision hereof, shall be binding and enforceable as to each party in accordance with all of the terms and conditions contained herein.

8. AMENDMENT

Neither this Cooperative Agreement nor any term, provision or condition hereof may be amended and no obligation, duty or liability of any party hereto may be released, discharged or waived except in a writing signed by each party hereto.

9. GOVERNING LAW

This Cooperative Agreement shall be construed and interpreted in accordance with, and governed and enforced in all respects by, the laws of the State of California. The exclusive venue of any suit or action hereunder shall be Santa Barbara County, and any such suit or action shall be commenced and prosecuted only in the California State Courts.

10. NO THIRD PARTY BENEFICIARIES

Nothing in this Cooperative Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Cooperative Agreement on any person other than the Parties hereto, nor is anything in this Cooperative Agreement intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over or against any party to this Cooperative Agreement; provided,

however, nothing in the foregoing is intended to limit any third party's right to bring an action under the applicable provisions of CEQA or the Coastal Act.

11. NO ASSIGNMENT

No party to this Cooperative Agreement shall assign any of its respective rights or delegate any of its respective obligations under this Cooperative Agreement without the prior written consent of all Parties hereto.

12. ENTIRE AGREEMENT

This Cooperative Agreement and its Exhibits constitute the entire agreement between the Parties hereto as to the matters referred to in this Cooperative Agreement and its Exhibits. This Cooperative Agreement and its Exhibits specifically supersede any prior written or oral agreement between the Parties with respect to the subject matter hereof.

13. CONSTRUCTION

The language in all parts of this Cooperative Agreement shall be construed as a whole in accordance with its fair meaning and without regard to California Civil Code section 1654, or similar statutes.

14. AUTHORITY AND CAPACITY

Each party to this Cooperative Agreement represents and warrants that it is authorized and has the capacity to enter into this Cooperative Agreement and each signatory to this Cooperative Agreement is authorized and has the capacity to sign this Cooperative Agreement.

15. TERM AND EFFECTIVE DATE

This Cooperative Agreement shall only become effective upon execution of this Cooperative Agreement by all Parties hereto.

16. TIME OF THE ESSENCE

Time shall be of the essence in the performance and/or satisfaction of this Cooperative Agreement and/or each individual term, promise, provision, obligation, sentence, clause or paragraph hereof.

17. DEFAULT

The failure of any party to timely satisfy any obligation, promise, agreement, provision, term, sentence, or clause or paragraph of this Cooperative Agreement shall constitute a substantial breach of this Cooperative Agreement and a default thereunder.

18. REMEDIES

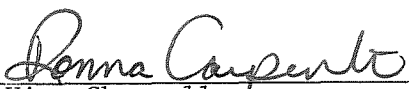
In the event of the breach and/or default by any party to this Cooperative Agreement of any obligation specified in this Cooperative Agreement, the other Parties shall be entitled, in accordance with applicable law, to sue for and recover all damages which may result from such breach or default. In addition, in the event of any such breach or default, the other Parties shall also, in accordance with applicable law, be entitled to sue for and obtain injunctive, mandate and any other equitable relief to ensure that the breaching or defaulting party satisfies and complies with this Cooperative Agreement, and/or each and every individual term, provision, obligation, clause, sentence and/or paragraph thereof.

19. WAIVER

The waiver by any party of any breach or violation of any term, covenant, provision or condition of this Cooperative Agreement shall not be deemed a waiver of such term, covenant, provision or condition, or of any subsequent breach or violation of the same, or of any other term, covenant, provision or condition.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

UNIVERSITY OF CALIFORNIA AT
SANTA BARBARA

By: 
Vice Chancellor
Donna Carpenter

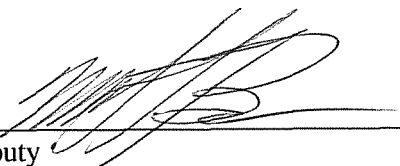
Date: 3/9/2007

COUNTY OF SANTA BARBARA

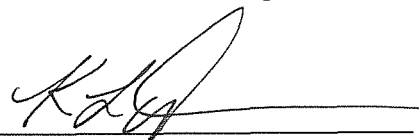
By: 
Chair, Board of Supervisors

Date: 2-1-07

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: 
Deputy

Approved as to form:
THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, a California public corporation

By: 
UNIVERSITY COUNSEL
Kelly Drumm

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

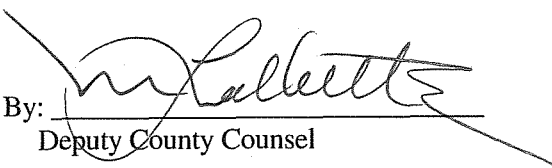
By: 
Deputy County Counsel

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING
AMONG
THE CITY OF GOLETA,
THE COUNTY OF SANTA BARBARA
AND
THE UNIVERSITY OF CALIFORNIA, SANTA BARBARA
CONCERNING
ELLWOOD-DEVEREUX JOINT PROPOSAL

January 21, 2003

The City of Goleta ("City"), the County of Santa Barbara ("County"), and the University of California, Santa Barbara ("University"), collectively known in this document as the "parties" or the "cooperating parties," jointly enter into this Memorandum of Understanding ("MOU").

SECTION 1: BASIC AGREEMENTS

The cooperating parties agree to work together to achieve the protection and development of Ellwood-Devereux coastal lands. More particularly, the cooperating parties:

- A. Agree that natural resources will be protected, restored and enhanced, in part, by moving housing development away from the coast;
- B. Agree that integrated permanent passive recreational opportunities will be provided as a regional resource as part of housing development efforts;
- C. Agree that the University will build additional housing for faculty and students which will require balancing resources;
- D. Agree that the "Joint Proposal for the Ellwood-Devereux Coast", as supplemented and/or amended by this Memorandum, is the starting point for the preparation of an integrated Open Space and Habitat Management Plan, appropriate Environmental Impact Reports, and the Coastal Plan and LRDP Amendments necessary for the development of the housing, the recreation improvements, and the protection, restoration and enhancement of natural resources.
- E. Agree to review and balance the benefits and impacts of the actions contemplated and to negotiate fair and appropriate impact fees.
- F. These basic agreements supersede the goals enunciated on page 2 of the Joint Proposal.

SECTION 2: SCOPE

The areas affected by this agreement primarily will include the Ellwood Mesa, Santa Barbara Shores Park, Goleta Union School District site, North and West Campus, Coal Oil Point Reserve, and Ocean Meadows Golf Course. The project scope will exclude the Mathilda Drive parcels and adjacent lands within the City of Goleta identified in the Joint

Proposal since this area will be addressed in the City of Goleta General Plan development process.

- A. The Joint Proposal, as amended or supplemented by this Memorandum, will serve as the common starting point for the City, County, and University, and is incorporated by reference as a part of this agreement. The principal elements of the Joint Proposal include:
- (1) Land exchange and housing development achieved for each project within the proposal area by providing for the clustering of housing away from the coast in a manner, which on balance, is more protective of significant coastal resources.
 - (2) Permanently dedicated, protected and enhanced open space to be achieved through implementation of an integrated Open Space and Habitat Management Plan ("Plan") for regional open space sensitive to existing neighborhoods and uses:
 - (3) One joint Plan will be prepared.
 - (4) The Plan will describe land use actions, physical improvements, management techniques, proposal financing, and actions to be employed within the open space areas.
 - (5) For purposes of the Plan, for property within the City of Goleta, the initial project description in the Joint Proposal will be supplemented to include the following:
 - a. Low profile seating consistent with the passive recreational use defined in the Joint Proposal for the open space;
 - b. Unobtrusive and low profile signage consistent with preserving the bluffs and mesa as habitat and open space;
 - c. Maintenance of historic trails except as required for resource restoration or protection;
 - d. Improvements to some trails to be permeable surfaces;
 - e. Limitation of equestrian use to specific trails;
 - f. Elimination of artificial lighting on trails;
 - g. Provision of restrooms at the Santa Barbara Shores Park parking lot consistent with preserving the bluffs and mesa as habitat and open space;
 - h. Exploration of locating needed visitor parking on the perimeter of open space and in areas other than adjacent to the backyards of existing neighborhoods; and
 - i. Definition of two additional alternatives for the location of a Class I Bike Trail, one on the northerly portion of the Ellwood Mesa, and one utilizing Hollister Avenue.
 - (6) The Plan will recognize and follow the Coal Oil Point Reserve Management Plan, developed under Natural Reserve System procedures, and its implementation process for Coal Oil Point Reserve.

- (7) The Plan will identify mitigation measures and programs to increase the extent and diversity of sensitive native habitats.
 - (8) The Plan will ensure that lands proposed for open space remain permanent open space and that new development is designed to minimize impacts to surrounding open lands to help ensure the success of the regional open space plan.
 - (9) Recreation improvements such as coastal access points, trails, parking, and interpretive signs and centers and long-term management strategies.
 - (10) Development of new roads and bike paths, improvements to existing roadways and intersections, and alternative transportation strategies. The cooperating parties will negotiate fair and reasonable mitigation fees for the traffic impacts additional housing may have on streets and roads.
 - (11) Implementation strategies for the Plan; and
 - (12) Protection of Coal Oil Point Reserve (which is located adjacent to the open space areas that will be planned and managed under the Plan) to preserve its natural resources for university research and teaching, and educational public outreach.
- B. The Joint Proposal will be the starting point for preparing a joint, integrated Open Space and Habitat Management Plan, separate Environmental Impact Reports (one for each jurisdiction proposing development), and appropriate amendments to the Local Coastal Programs (LCP) and the Long Range Development Plan (LRDP).
 - C. The LCP and LRDP Amendment proposals will be presented jointly to the California Coastal Commission. The cooperating agencies anticipate supporting one another's proposals.
 - D. The City, County and University each will have sole responsibility for managing its own property in accordance with the provisions of the Joint Proposal, as supplemented and amended by this Memorandum, and for implementing the Joint Proposal and Plan on its own property as set forth in its amended LCP or LRDP.

SECTION 3. JOINT REVIEW PANEL

The parties will establish a Joint Review Panel ("Panel") to oversee the work contemplated in this MOU. The Panel will contain equal representation from each of the parties. The Panel will include one executive member from each party and one or more staff members from each party, as agreed by the executive members. The executive members will be responsible for securing all necessary approvals from their respective governing bodies for the planning documents contemplated in this MOU. Each governing body will be responsible for approving its respective LRDP/LCP amendments and Environmental Impact Reports and that portion of joint OSHMP within its jurisdiction. Decisions will be made by unanimous vote of the Panel's executive members.

A. Executive members

- (1) City of Goleta: Frederick C. Stouder
City Manager
6500 Hollister Avenue, Suite 120
Goleta, CA 93117
805-961-7500 (telephone)
805-685-2635 (fax)
fstouder@cityofgoleta.org
- (2) County of Santa Barbara:
Dianne L. Meester
Interim Director of Planning and Development
123 E. Anapamu Street
Santa Barbara, CA 93101-2058
805-568-2000 (telephone)
805-568-2030 (fax)
dianne@co.santa-barbara.ca.us
- (3) University of California, Santa Barbara:
Everett L. Kirkelie
Associate Vice Chancellor
4129 Cheadle Hall
Santa Barbara, CA 93106
805-893-8291 (telephone)
805-893-8837 (fax)
everett.kirkelie@vcaadmin.ucsb.edu

B. Other Members

Each executive member shall appoint other members of the Panel from the member's staff. Each party will make certain that sufficient staff support is provided to the executive member and other members so that the work can be conducted in accordance with the schedule.

C. Notices

All notices required by or pertaining to this MOU or the work contemplated under it will be directed to the executive members at the addresses listed above.

D. Responsibilities of the Panel

The Panel will be the administrative decision making body for purposes of this MOU. As such, the Panel will, among other things, be responsible to:

- (1) Review, revise and issue the Request for Proposals (RFP) for any consultants required for work.
- (2) Evaluate responses to any RFPs and recommend the selection of a consultant or consultants to the appropriate contracting authority.

- (3) Make certain that the consultant coordinates the various work products (the Plan and the EIRs) to ensure compatible scope and schedule.
- (4) Oversee the work of the staff and the consultants.
- (5) Develop and maintain detailed schedules.
- (6) Resolve differences among the parties and disputes among staff or between staff and consultants.
- (7) Ensure the achievement of the goals of this MOU and of the matters covered under the scope described in Section 2 of the MOU.
- (8) Ensure the confidentiality of all preliminary work products of the consultant(s), staff, and the Panel and jointly make available information when required by law or agreed by the Panel.
- (9) Oversee the budget of and expenses incurred under this MOU. It is anticipated that the City and the University will share equally in the costs of the preparation of the Plan and in the staff support for that endeavor. All parties will pay for the costs associated with their Environmental Impact Reports and their own approval processes. The County will seek grant or other funding to help defray the expenses incurred by all the parties.
- (10) Make appropriate presentations at public meetings and to official bodies.
- (11) Ensure the accuracy of reports and the Plan.
- (12) Issue the Plan and coordinate the issuance of the Environmental Impact Reports.

SECTION 4. PROCESS

Under the direction or upon the recommendation of the Panel, as appropriate:

- A. The University, in consultation with the other parties, will draft a Request for Proposals for a consultant or team of consultants to prepare both the Plan and any necessary Environmental Impact Reports and, upon request, to provide assistance in the preparation of Amendments to the LCPs and the LRDP.
- B. The Panel will issue the RFP, receive and evaluate proposals, and recommend the selection of a consultant or consultants to the appropriate contracting authorities.
- C. The City will contract for the Plan and each party will contract for the preparation of the Environmental Impact Reports pertinent to its portions of the effort. It is anticipated that the same consultant or consultants will be engaged to prepare the plan and all EIRs. The California Environmental Quality Act ("CEQA") Thresholds of Significance identified in Appendix G, Title 14, California Code of Regulations shall be used as the thresholds of significance for CEQA review for the projects and property of the University.

- D. Thresholds of significance can be refined and supplemented with local agency thresholds that will apply only to the portions of the EIRs pertaining to each agency's area of jurisdiction.
- E. The City will provide staff support to ensure that public hearings and other required processes are held in a timely manner and that the work conducted for the three parties is presented as a congruent whole.
- F. The Panel will meet at least monthly to ensure that the work is proceeding according to schedule and that efforts are being integrated to ensure the compatibility of the Plan and the various EIRs and their adherence to the Joint Proposal and its goals.
- G. The Panel will ensure compliance with all CEQA requirements.
- H. The Panel will coordinate the presentation of an integrated Plan, EIRs, and Joint Proposal to the California Coastal Commission. It is expected that the Coastal Commission will take separate actions regarding the portions of the proposal pertaining to each of the parties.

SECTION 5. BUDGET

The budget for this effort has not yet been established but will be guided by the principles outlined in Section 3. D (9) of this MOU. Upon execution of this MOU, the parties will commit cash and staff sufficient to commence the work but must be able to provide funds to pay consultants issued contracts in furtherance of this MOU. The Panel will prepare an overall budget for the effort and individual budgets for approval by appropriate authority of the respective parties. The executive members of the Panel will monitor the budget monthly and ensure the adequacy of funds.

SECTION 6. SCHEDULE

The parties will make their best efforts to achieve all work under this MOU as expeditiously as possible. To that end, the following schedule shall serve as a guide:

- | | | |
|----|--------------------------------------------------------------------------------|--------------------|
| A. | Approve Memorandum of Understanding: | January 21, 2003 |
| B. | Complete draft of RFP: | January 28, 2003 |
| C. | Issue RFP: | February 10, 2003 |
| D. | Consultant responses due: | March 7, 2003 |
| E. | Consultant selected: | April 11, 2003 |
| F. | Consultant contract executed: | May 23, 2003 |
| G. | Consultant provides draft Plan and EIRs to Panel ("Administrative Draft"): | September 23, 2003 |
| H. | Panel review of drafts: | November 26, 2003 |
| I. | Public Issuance of draft Plan and EIRs: | January 9, 2004 |
| J. | Public Review Period concludes: | March 12, 2004 |
| K. | Prepare Final Plan and EIRs: | May 7, 2004 |
| L. | Approval by City Council, Board of Supervisors, and Board of Regents Completed | July 9, 2004 |
| M. | Prepare request to Coastal Commission: | August 6, 2004 |
| N. | CCC staff approval to file request: | October 8, 2004 |
| O. | Coastal Commission Approval: | April 8, 2005 |

SECTION 7. INDEMNITY

The parties agree to indemnify and hold one another harmless from any and all causes and claims arising out of any acts or omissions of their officers, employees, consultants or assigns related to this MOU.

SECTION 8. TERMINATION

Any party may terminate its participation in this MOU upon 30 days written notice to the executive members of the other parties. Each party will be responsible for its portion of the costs and expenses incurred in furtherance of this MOU. Such costs will be equitably assigned in the event of the termination of any party's participation in this MOU or in the event that all three executive members determine that the entire MOU should be terminated. Any penalties charged due to early termination of consultant agreements will be charged to the party or parties causing such early termination.

SECTION 9. ENTIRE AGREEMENT

This Memorandum of Understanding contains all agreements made by the parties. All agreements pertaining to this MOU are included herein.

SECTION 10. AMENDMENT

This Memorandum of Understanding may be amended by mutual written consent of all the parties. Any amendment will be incorporated into the Agreement in writing.

SECTION 11. TERM OF AGREEMENT

This Memorandum of Understanding will remain in force unless terminated until the completion of the work contemplated in the Joint Proposal.

SECTION 12. ACCEPTANCE AND APPROVAL

This Memorandum of Understanding is accepted and approved as of the last date of signature below:

FOR THE CITY OF GOLETA:

Signature:



Name:

Frederick C. Stouder

Title:

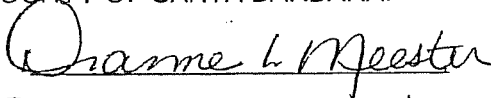
City Manager

Date:

February 14, 2003

FOR THE COUNTY OF SANTA BARBARA:

Signature:



Name:

Dianne L. Meester

Title:

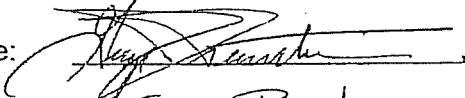
Interim Director, Planning & Development

Date:

3/6/03

FOR THE UNIVERSITY OF CALIFORNIA, SANTA BARBARA

Signature:



Name:

George Pernsteiner

Title:

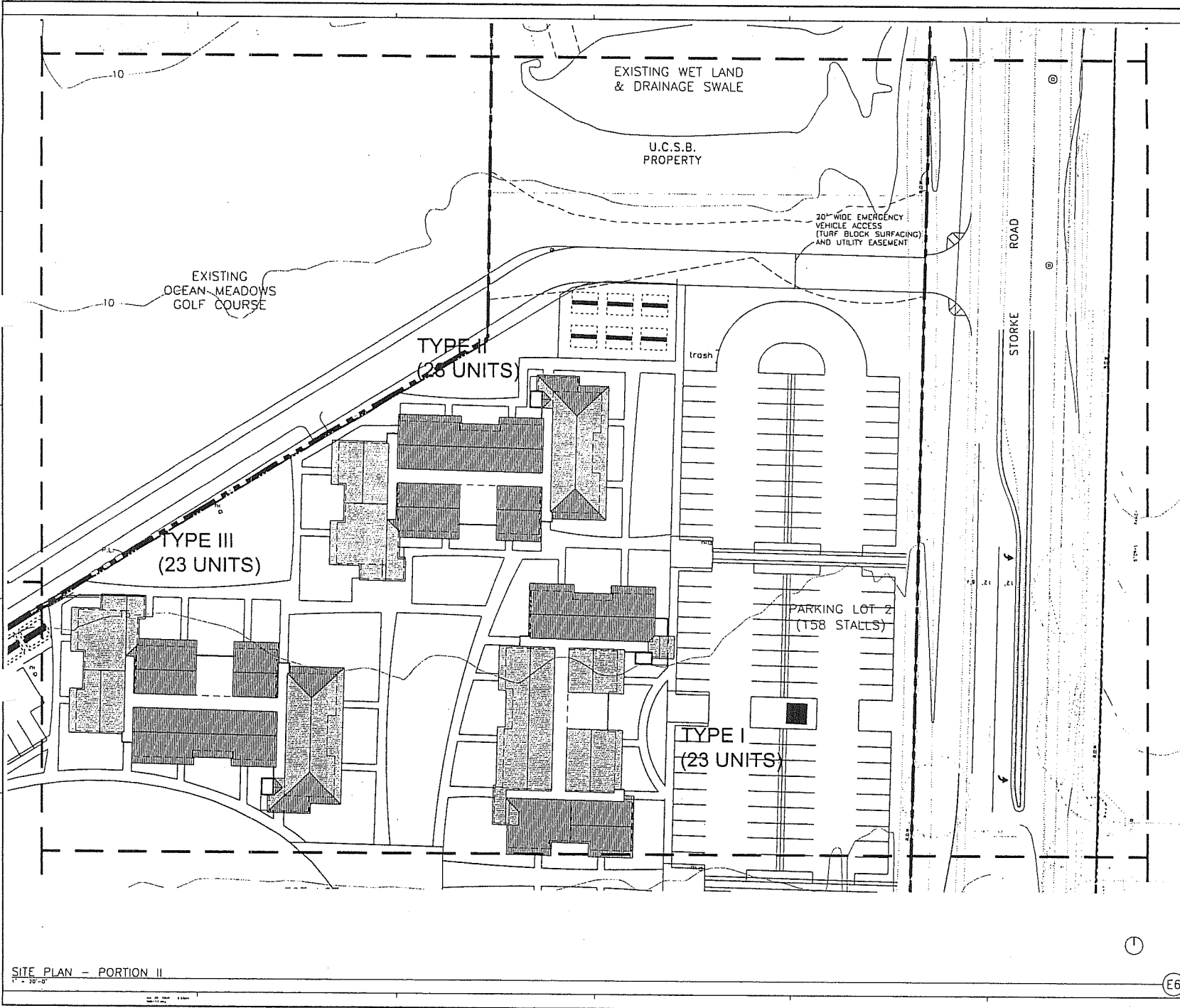
Vice Chancellor, Administrative Services

Date:

21 February 2003

EXHIBIT 2

UCSB PLANNED FRONTAGE IMPROVEMENTS
AT STORKE ROAD



SITE PLAN - PORTION II
1" = 30'-0"



315 West Haley Street
Santa Barbara, CA 93101
(805) 943-3237 Fax (805) 943-7143
California Contractor

ARCHITECT
R. L. BINDER, FAIA
ARCHITECTURE & PLANNING

7728 E 1st Street
Pomona, CA 92673
951.261.0266 Fax 951.261.0497

Contract

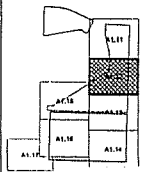
Client
University of California Santa Barbara
Office of Design & Construction
Facilities Management Department
Santa Barbara, CA 93106-1030

Project Manager
Mr. Craig Brown
(805) 853-1134

University of California Santa Barbara
Sierra Madre
Student Family Housing
Storke Road Goleta, CA

Site Plan -
Portion II

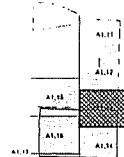
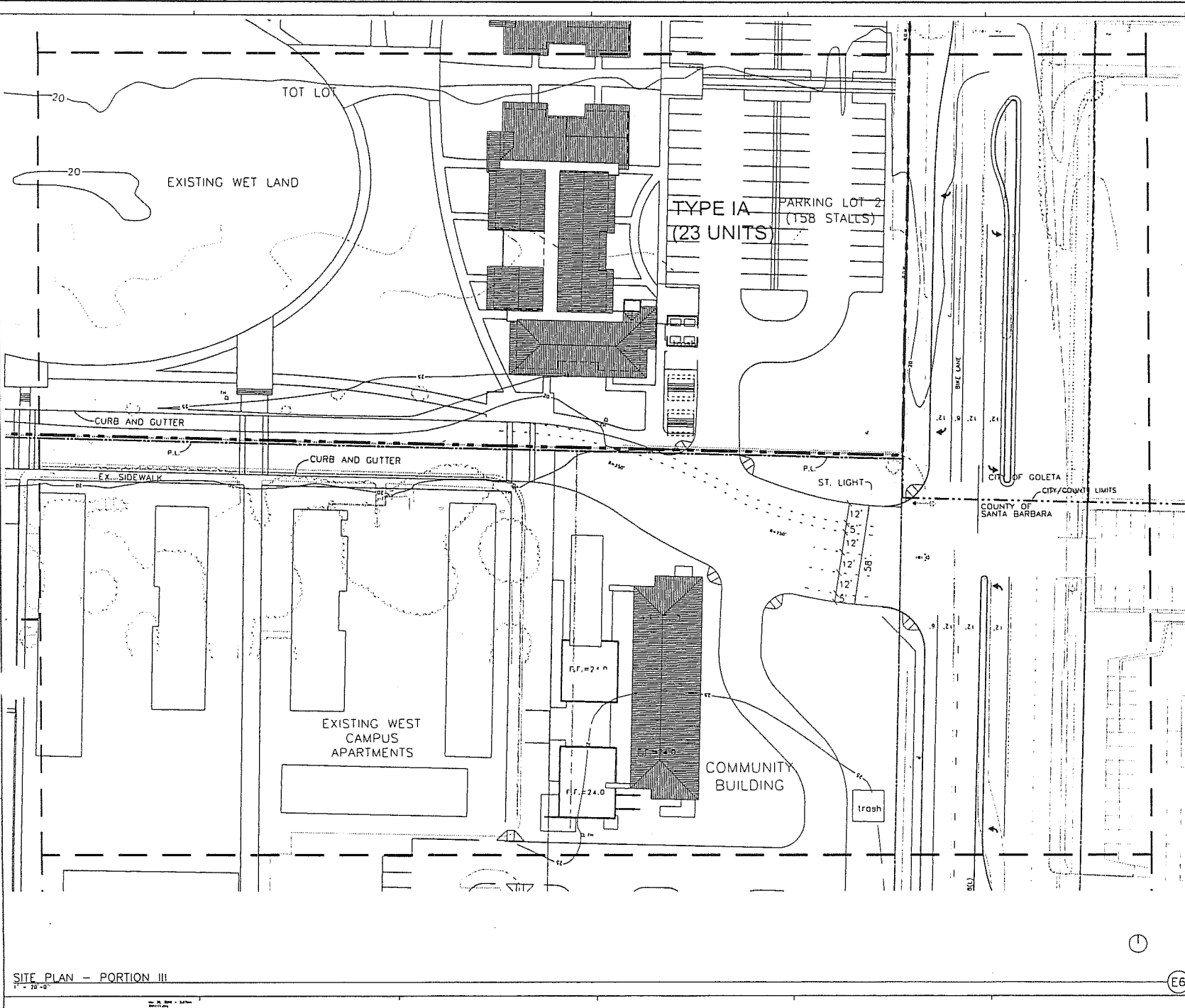
Schematic Design



KEY MAP

Sheet No.	2	of	2
Revision			
Date	03/18/04	Sheet Number	0719
Drawn By		Checked By	
Scale		Notes	

A1.12



**EXHIBIT
SCHEDULE**



COUNTY OF SANTA BARBARA
LONG RANGE AND STRATEGIC PLANNING
COMPREHENSIVE PLANNING DIVISION

30 E. Figueroa St., 2nd Floor
Santa Barbara, CA 93101

Telephone: (805) 568-3380
Fax: (805) 568-2076

November 15, 2006

Ms. Meg Caldwell, Chair
California Coastal Commission
89 S. California St., Suite 200
Ventura, CA 93001-2801

RE: UCSB North Campus Housing Proposal

Dear Chair Caldwell,

The Santa Barbara County Board of Supervisors supports the University's North Campus Housing Proposal. The University of California at Santa Barbara, the County of Santa Barbara and the City of Goleta have been cooperating in the planning of the Ellwood Devereux area for the past five years. Each jurisdiction was, and continues to be, committed to comprehensively planning development, resource protection and public access in the area. Additional goals were to resolve outstanding land use conflicts with the owners of the Ellwood Beach property and with UCSB, and provide needed housing for University employees.

Approval of this housing proposal would be consistent with the goals of this joint planning effort, with the following modification: the County of Santa Barbara requests the Coastal Commission to require, as part of your certification of the Long Range Development Plan amendment, that preservation of the West Campus Bluffs and the South Parcel be assured through an appropriate mechanism. Permanent preservation of these coastal properties is a key element in the planning efforts, one that we urge the Commission to support and strengthen.

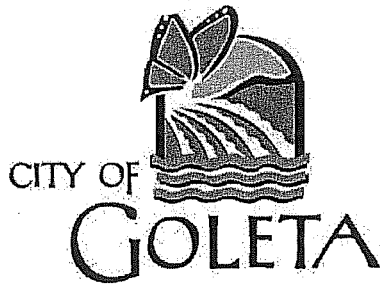
Thank you in advance for your consideration.

Sincerely,

Joni Gray, Chair
Santa Barbara County Board of Supervisors

Michael Brown, County Executive Officer	Terri Maus-Nisich, Assistant County Executive Officer	John McInnes, Director, Long Range and
---------------------------------------------------	-----------------------------------------------------------------	--------------------------------------------------

#3



November 14, 2006

Hon. Meg Caldwell
Chair and Commissioners
California Coastal Commission
45 Fremont Street, Suite 2000
San Francisco, CA 94105-2219

CITY COUNCIL

Jonny Wallis
Mayor

Margaret Connell
Mayor Pro Tempore

Jean W. Blois
Councilmember

Cynthia Brock
Councilmember

Jack Hawxhurst
Councilmember

CITY MANAGER

Daniel Singer

**Re: CONDITIONAL LETTER OF SUPPORT - ITEMS F3A, F3B, AND F4A
RELATING TO UCSB NORTH AND WEST CAMPUS HOUSING
PROJECTS**

Dear Chair Caldwell and Commissioners:

For the past five years, the City of Goleta has been engaged in discussions with the University of California, Santa Barbara and the County of Santa Barbara over the development of an open space management plan for City land on Ellwood Mesa and the University South Parcel. The preservation of the City parcel as The Sperling Preserve at Ellwood Mesa was accomplished in 2005. The permanent dedication of the University's South Parcel as open space would complete a 652-acre contiguous area along the coast which would preserve, enhance and manage this environmentally rich resource for the foreseeable future. This area is virtually at the beginning of the Gaviota Coast and decisions made here can set a precedent for other projects along the coast.

Because of his extraordinary opportunity, the Goleta City Council supports the University of California, Santa Barbara application, subject to certain conditions. The City Council has reviewed the proposed University North and West Campus Housing Projects at a number of meetings over the last several months as these projects have evolved. The City Council discussed these projects on June 5, 2006, July 17, 2006, November 6, 2006 and November 13, 2006. The purpose of these meetings was two fold: 1) to allow City staff to update the council on progress towards a cooperative agreement with the University, and 2) to provide a venue for interested parties and neighboring residents to express their views on the proposed projects.

While the City and neighboring residents continue to have concerns

about the project, the City recognizes that the University has made a number of changes that have to some degree, addressed neighborhood concerns, including a reduction in the number of units, avoidance of direct impacts to wetlands, lower heights near existing residential areas, and a withdrawal of any plan to build structures in the City's right-of-way.

The issues and project components that remain of concern to the City of Goleta include the following:

- There must be a firm commitment from appropriate University officials for permanent preservation of the South Parcel. The University should be required to grant (not merely offer to dedicate) the South Parcel conservation easement prior to development on the North Parcel. This change is necessary to effectuate the transfer of development rights from the South Parcel to the North Parcel, and to ensure permanent preservation of the South Parcel. The easement should clearly run with the land in perpetuity and should be enforceable by independent third parties.

While the proposed ESHA buffers are smaller than those generally required in the coastal zone, we understand that Coastal Commission staff is recommending this as a balancing measure to secure permanent protection of the South Parcel.

- Public access to the Ellwood-Devereux open space in the current plan depends on the westerly trails that cross the privately owned Doty parcel. The City Council requests further consideration of an additional trail providing access to the open space from the south central portion of the development and/or a requirement that the privately owned Doty parcel be secured for public access, prior to the development of the North Parcel.
- The potential use of the City's right-of-way would not be acceptable to the City as the City may need the easement for possible future City uses.
- There should be draft CC&Rs available that limit the North Campus Housing to UCSB faculty or staff only.
- Given the proximity of this project to existing residential areas within the City of Goleta, the proposed construction hours should respect the noise impacts on the neighborhoods and should be limited to 8 am to 5 pm, on weekdays only, as it would be conditioned if it were a City or County project.
- While the 3-story structures are now set back at some distance from public streets and down-grade from the trail head, there has been no evidence

California Coastal Commission
Re: UCSB N. & W. Campus Housing
November 14, 2006
Page 3

presented concerning the remaining visual impacts on this coastal area of the project. It would be helpful to see profiles to evaluate the actual impact on views.

The City continues to work with the University to address these and other issues. We ask that the Coastal Commission take full consideration of these issues as it debates the University Housing proposal. Thank you.

Sincerely,

Jonny Wallis
Mayor

C: Dan Singer, City Manager
Mayor Pro Tempore Margaret Connell
Councilmember Jean Blois
Councilmember Cynthia Brock
Councilmember Jack Hawxhurst
Peter Douglas, Executive Director, CCC
Jack Ainsworth, Deputy Director, CCC South Central Coast District Office
Gary Timm, CCC South Central Coast District Office
Steve Hudson, CCC South Central Coast District Office
Melissa Hetrick, CCC South Central Coast District Office
Chancellor Henry Yang, UCSB
Donna Carpenter, UCSB
Bob Silsbee, UCSB
Tye Simpson, UCSB
Gerry Hesse, UCSB
Dianne Meester-Black, County of Santa Barbara
Mary Jo Comer, Phelps-Cannon Green Coalition
Steve Sorich, Phelps-Cannon Green Coalition