

cc: Bob's
See Bob's

County of Santa Barbara



105 East Anapamu Street, Suite 406
Santa Barbara, California 93101
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Michael F. Brown
County Executive Officer

Executive Office

April 22, 2008

Ms. Donna Carpenter
Vice Chancellor
Administrative Services
UCSB/Mail Box 2033
Santa Barbara, CA

Dear Donna:

Please find enclosed a signed copy of the Cooperative Agreement for the North Campus Housing Project for your records.

If you have any questions, please feel free to call me at 568-3412.

Sincerely,

Terri Maus-Nisich
Assistant CEO
County of Santa Barbara

TMN:sf

Enclosure: North Campus Cooperative Agreement



County of Santa Barbara
BOARD OF SUPERVISORS

Minute Order

April 01, 2008

Present: Supervisor Carbajal, Supervisor Wolf, Supervisor Firestone, Supervisor
Gray and Supervisor Centeno

COUNTY EXECUTIVE OFFICE

File Reference No. 08-00288

RE:

Approve and authorize the Chair to execute a cooperative agreement with the Regents of the University of California at Santa Barbara and the City of Goleta pertaining to the North Campus Housing Project, Third District.

A motion was made by Supervisor Firestone, seconded by Supervisor Wolf, that this matter be Approved; Chair to Execute. The motion carried unanimously.

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink, of the Clerk of the Board of Supervisors.


Clerk of the Board, Santa Barbara County, California

Date 4-21-08 by Deputy: Robert Cohen



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**Cooperative Agreement
University of California, Santa Barbara,
City of Goleta, and County of Santa Barbara
November 16, 2006**

THIS COOPERATIVE AGREEMENT ("Cooperative Agreement") is entered into as of _____, 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"), the CITY OF GOLETA, a political subdivision of the State of California (the "City"), 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, the City 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, 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, City, and County, and believe this Cooperative Agreement is one element in establishing such a relationship; and

WHEREAS, the City and County will fulfill their 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 City and County agree 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. City and 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 \$1.5 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 City and 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 City and County acknowledge that if approved by the Coastal Commission, the 2006 LRDP Amendment commits the University to implementing improvements identified in the Open Space Plan that will protect and enhance natural resources and improve visitor experience. Notwithstanding, the University acknowledges that the City and 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 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 City and County have an established mechanism to collect funds from other developers or entities within their respective jurisdictions that contribute to traffic impacts on the roadways and intersections identified below, and that the City and 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 City and 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 City and 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 City	Total: \$1,123,790
Storke Road-Hollister Avenue intersection	\$823,790
Storke Road segment, north of Hollister Avenue	\$150,000
Storke Road segment, from Whittier Drive to City limits	\$150,000
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 City and/or 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 City or County, and concurred with by the University, 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
City Share	\$3,479
County Share	\$2,319

Within 10 days of receiving notification from the City or 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 and/or City 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 City or County within 18 months of receipt of funds for design and/or right of way acquisition of said improvements, City or 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 City or County. All remaining funds for construction of said improvements shall be transmitted to the City and/or County within 10 days of receipt by the University of the City and/or 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 City and 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 City and 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.

3.8 The University will improve approximately 1,200 feet of the existing coastal access trail located on City property (see Exhibit 2). The University will perform the necessary planning, permitting, and construction of the coastal access trails, and the City will issue any encroachment permits or other related permits or authorizations on a timely basis in a manner consistent with Section 4 of this Agreement.

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 City and County streets and roads, including Cannon Green Drive and Phelps Road—see Exhibit 3, Marymount Way—see Exhibit 4 (including access to a pedestrian-

bicycle-emergency access bridge over Phelps Ditch from Marymount Way), Whittier Drive and Storke Road—see Exhibit 5, or other locations as yet unidentified. The University's project will also require primary utilities from various locations within City and County streets and roads or other locations. The University's project also includes coastal access trails from various locations within the City and County. The City and 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 City and County of appropriately completed planning documents and processing applications from the University. Said application shall include street improvement plans identifying all proposed improvements within City/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 City and 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 City and County of appropriately completed planning documents and processing applications from the developer of the Ocean Meadows Residences.

5. RIGHT OF WAY

The City is the owner of an easement for public road right of way purposes (Road ROW Easement) located on University property (the former owner of the University property, University Exchange Corporation, conveyed the Road ROW Easement for public road purposes along the northwest border of the University property to the County; upon incorporation in 2002, the Road ROW Easement was transferred to the City—see Exhibit 6). This ROW was previously quitclaimed by the former owner of the University property to the County at no cost, when the County had planned to extend Phelps Road westward across the Ellwood Mesa to connect with Hollister Avenue. The City no longer has such a plan to extend Phelps Road. The University's faculty and family student housing project application is pending before the California Coastal Commission as part of the University's 2006 LRDP Amendment and 2006 NOID and CDP. The current site plan takes access to the North Parcel Faculty Housing project through a portion of the ROW. If the project is approved by the Coastal Commission with the access as shown in Exhibit 3, and if the University implements a mechanism to ensure the protection of the South Parcel Nature Park as open space in perpetuity, the City will process the necessary encroachment permits for approval upon receipt by the City of appropriately completed documents or processing applications. The City will also allow consideration of certain minor improvements

including but not limited to trails, back yard landscaping, and fences (no other permanent structures) within the Road ROW easement as shown in Exhibit 2. Said encroachment permit application(s) will include improvement plans showing all proposed improvements located within the ROW area. In the event the conditions above are not met, the Parties are not precluded from further negotiating or pursuing other means of enabling development in the Right-Of-Way Easement.

6. 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.

7. COUNTERPARTS

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. TERM AND EFFECTIVE DATE

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

17. 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.

18. 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.

19. 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.


20. 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 Cooperative Agreement as of the date first above written.

APPROVED AS TO FORM:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public Corporation, on behalf of the University of California, Santa Barbara




David Robinson
University Counsel
10/01/07
date



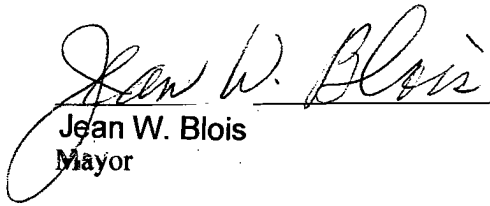
Donna Carpenter
Vice Chancellor, Administrative Services
10/2/07
date

APPROVED AS TO FORM:

CITY OF GOLETA
a political subdivision of the State of California



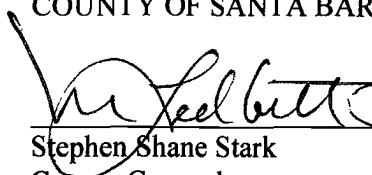
BRIAN A. PIEIRK
Attorney for the
CITY OF GOLETA
10-12-07
date




Jean W. Blois
Mayor
10-17-07
date

APPROVED AS TO FORM:
COUNTY COUNSEL FOR THE
COUNTY OF SANTA BARBARA

COUNTY OF SANTA BARBARA
a political subdivision of the
State of California




Stephen Shane Stark
County Counsel
10/24/07
date



Salud Carbajal
Chair, Board of Supervisors
4-3-08
date

ATTEST:



MICHAEL BROWN
CLERK OF THE BOARD
4/3/08
date

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@vadmin.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.

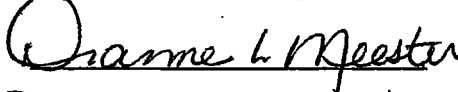
SECTION 12. ACCEPTANCE AND APPROVAL

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

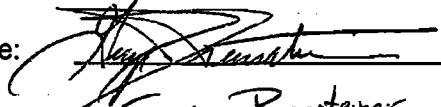
Signature: 
Name: George Pernsteiner
Title: Vice Chancellor, Administrative Services
Date: 21 February 2003

EXHIBIT 2

UCSB PLANNED IMPROVEMENTS
TO COASTAL ACCESS TRAILS ON CITY PROPERTY

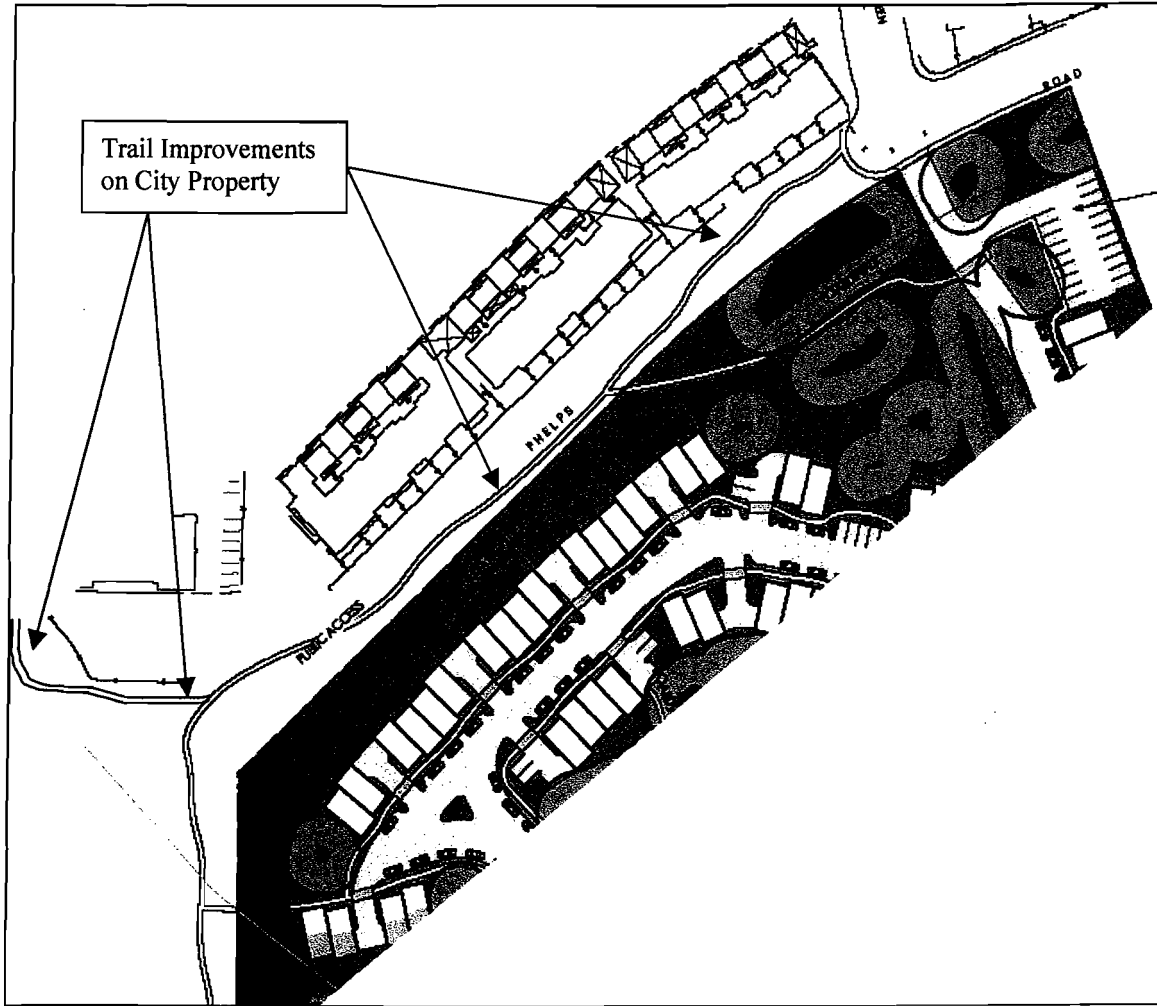


Exhibit 2 – UCSB Planned Improvements to Coastal Access Trails on City Property

EXHIBIT 3

**UCSB PLANNED FRONTAGE IMPROVEMENTS
AT CANNON GREEN AND PHELPS ROAD INTERSECTION**

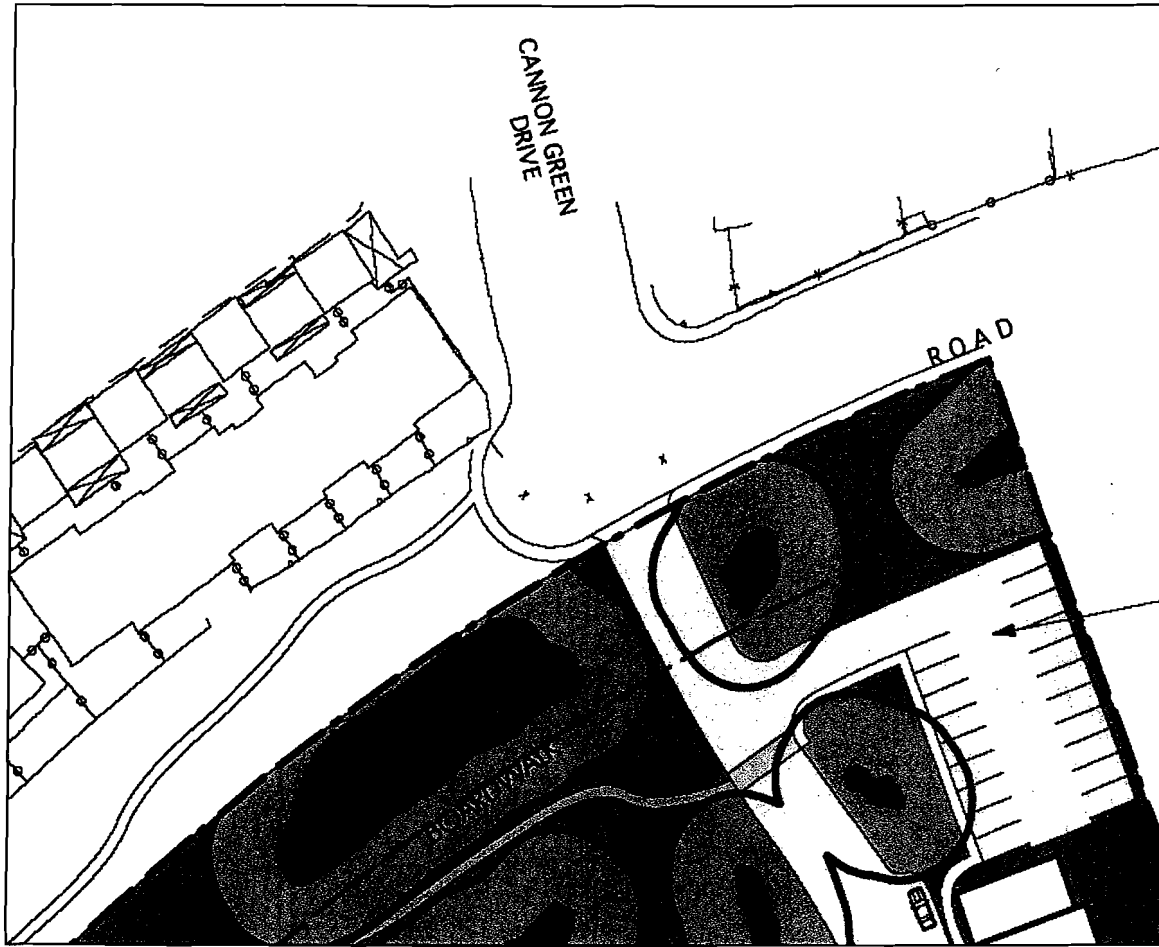


Exhibit 3 – UCSB Planned Frontage Improvements
at Cannon Green and Phelps Road Intersection

EXHIBIT 4

UCSB PLANNED FRONTAGE IMPROVEMENTS
AT MARYMOUNT WAY

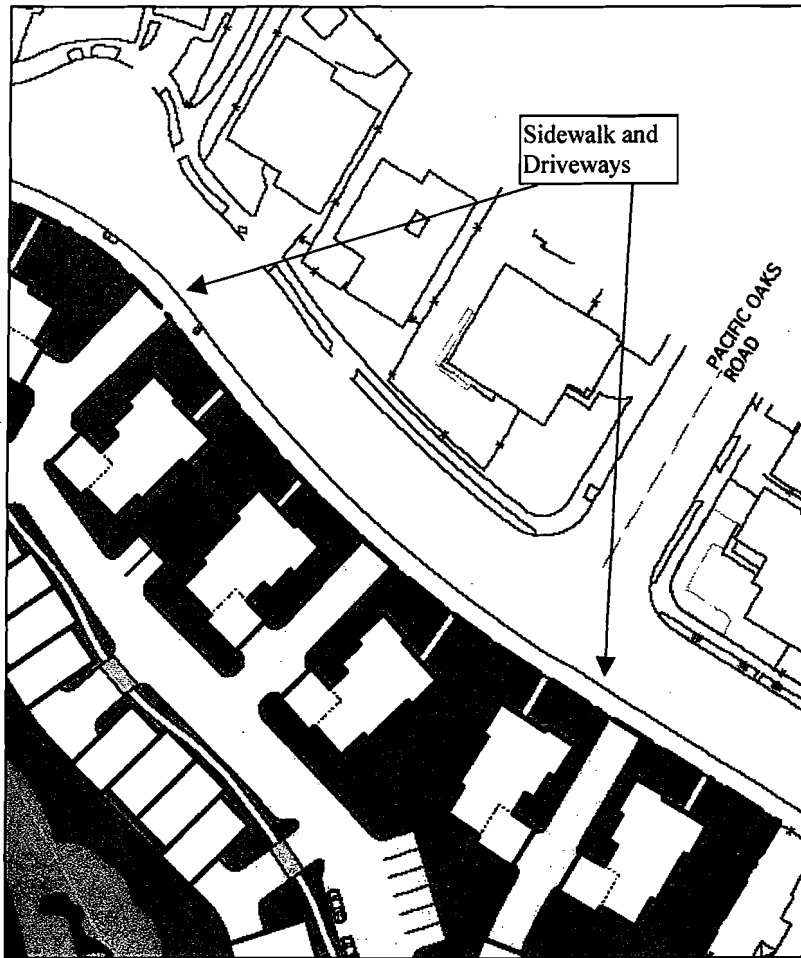
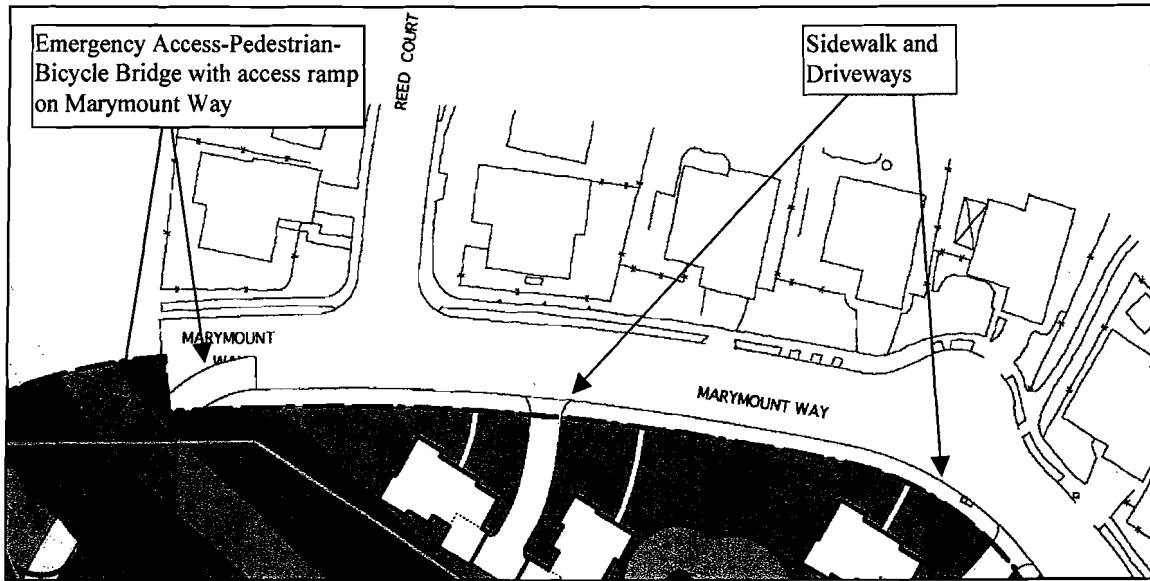


Exhibit 4 – UCSB Planned Street Frontage Improvements along south side of Marymount Way

EXHIBIT 5

**UCSB PLANNED FRONTAGE IMPROVEMENTS
AT WHITTIER DRIVE AND STORKE ROAD**

LENNIK & MINOR
ARCHITECTS

215 West Hillier Street
Santa Barbara, CA 93101
(805) 963-2222 / Fax (805) 963-2724

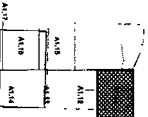
R. L. BINDER, F.A.A.
ARCHITECT/URBAN PLANNING

University of California, Santa Barbara
Office of Designer & Construction
Project Manager
1000 University Ave., Room 1000
Santa Barbara, CA 93106
Tel: (805) 893-1173

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

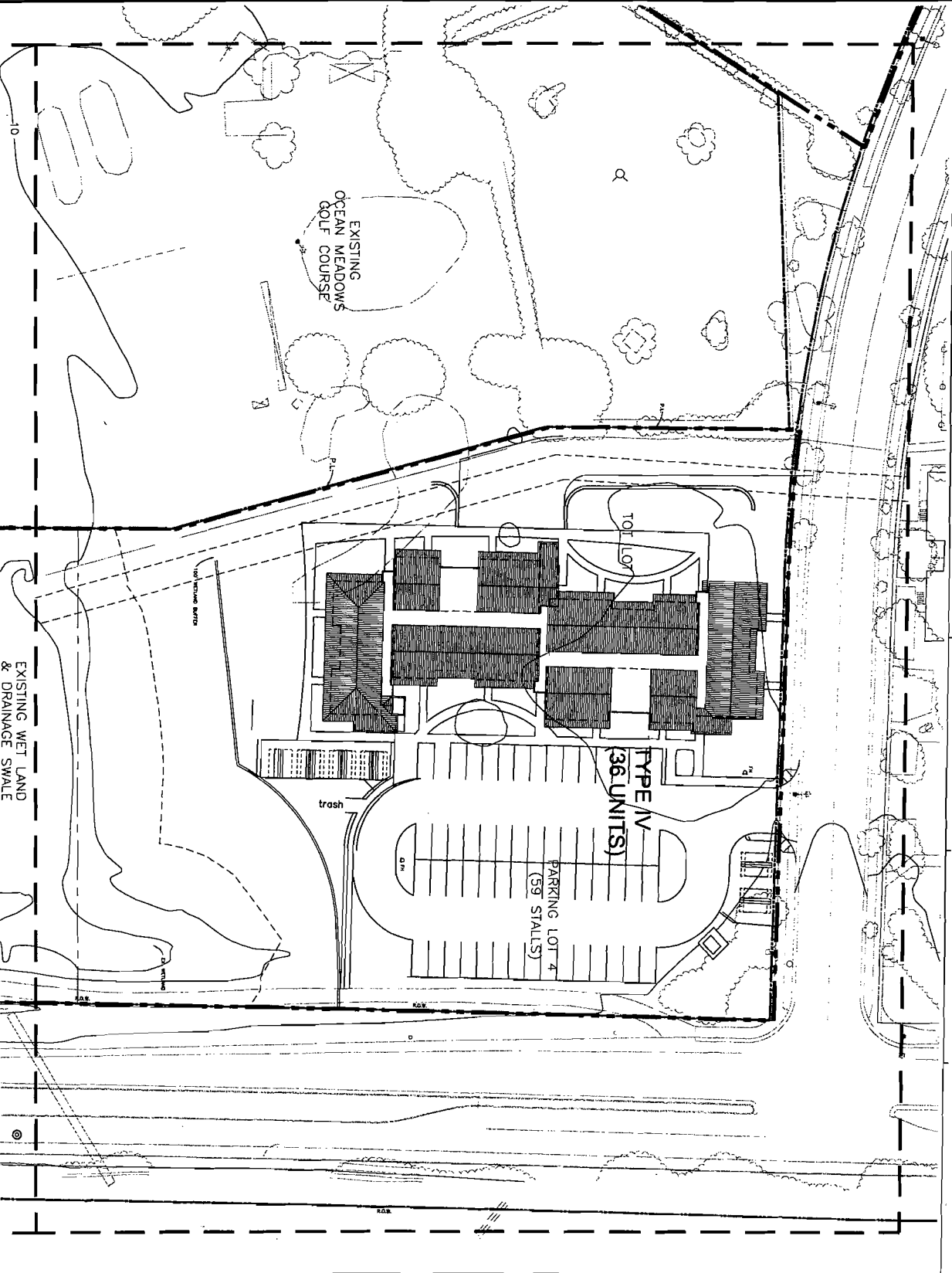
Site Plan -
Portion 1

Schematic Design



Sheet	Date	Revised	By
A1.1	12/7/05		
A1.2			
A1.3			
A1.4			
A1.5			
A1.6			
A1.7			

A1.11



SITE PLAN - PORTION 1

E6

LENVİK & MINOR
ARCHITECTS

215 WEST HAWLEY STREET
SAN FRANCISCO, CALIFORNIA 94102
(415) 774-2200 FAX (415) 774-2215
www.lenvik.com

R. L. BINGER, P.A.
ARCHITECTS
1000 CALIFORNIA STREET, SUITE 100
SAN FRANCISCO, CALIFORNIA 94109
(415) 774-2200 FAX (415) 774-2215

Client:
University of California San Diego
Student Family Housing
Shore Road, San Diego, CA

Project:
Office of Design & Construction
Facilities Management Department
San Diego, CA 92161-0001
4400 La Jolla Village Drive
San Diego, CA 92161-0001
(619) 594-1115

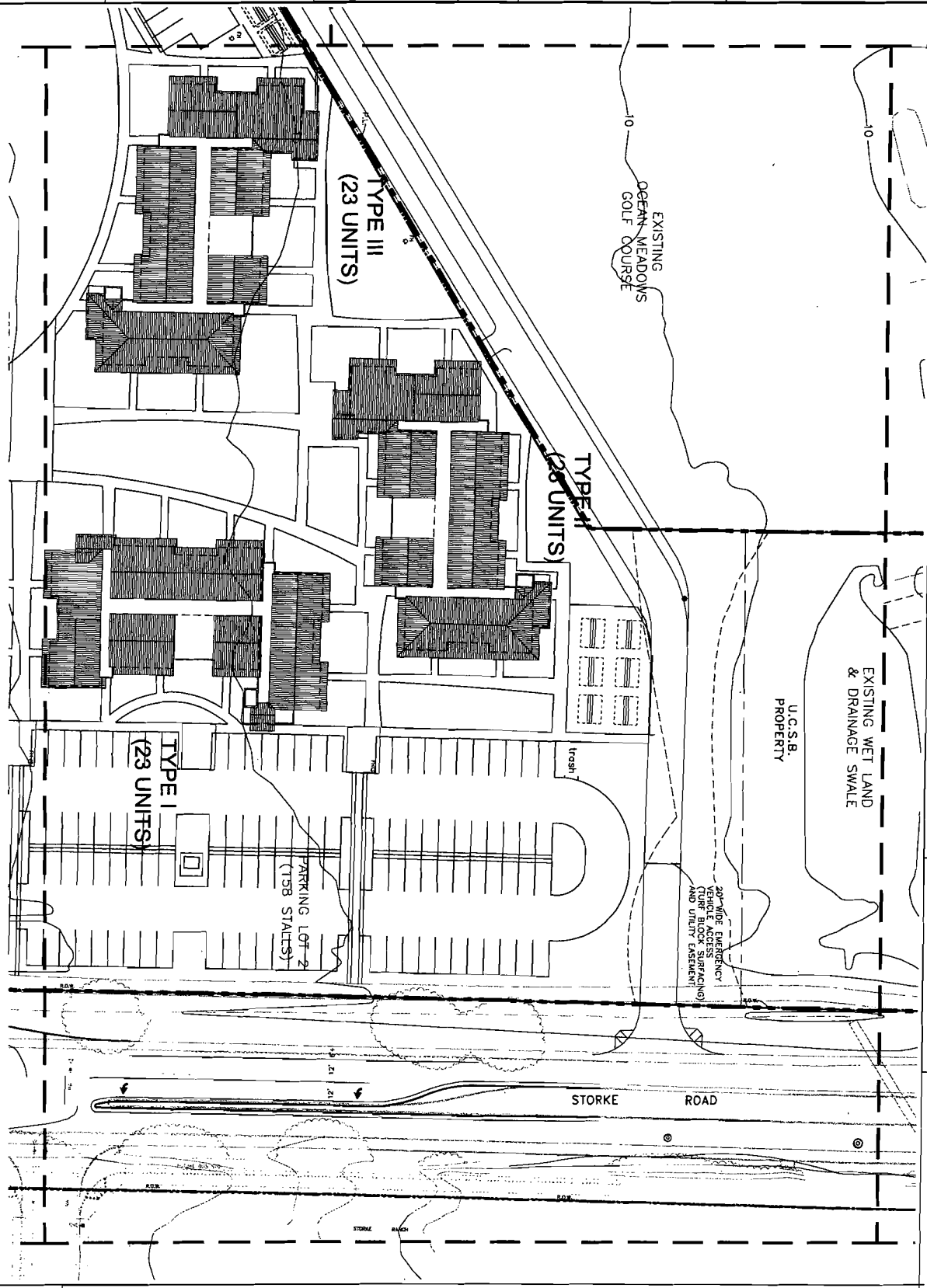
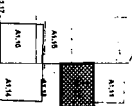
Contract:

Scale:
1" = 20'-0"

Site Plan - Portion II

Schematic Design

NO.	DATE	DESCRIPTION
1	01/28/06	Final Design
2	01/18	Design No.
3		Scale



SITE PLAN - PORTION II

A1.12

LENVIA & MINOR
ARCHITECTS

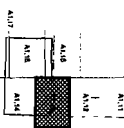
314 West Lake Street
Santa Barbara, CA 93101
(805) 963-3334 FAX (805) 963-3334
www.lenniandminor.com

R. L. BINDER F.A.S.
ARCHITECTURE & PLANNING
700 West 10th Street
Pasadena, CA 91763
(626) 799-1100
www.rlbinder.com

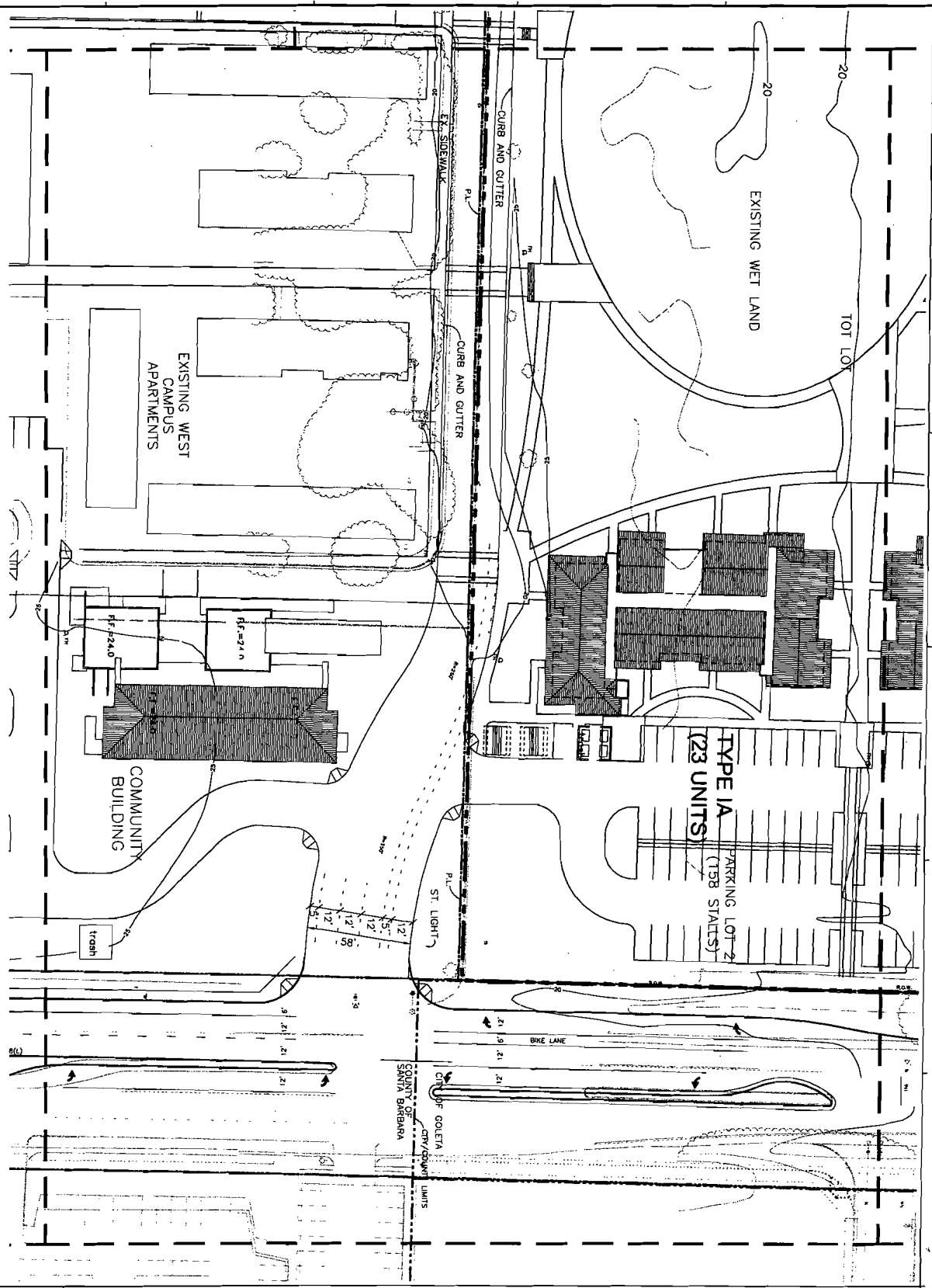
University of California, Santa Barbara
Sierra Madre
Student Family Housing
Sierra Road Santa Barbara, CA

Site Plan -
Portion III

Schematic Design



A1.13



SITE PLAN - PORTION III

Scale: 1/8" = 1'-0"

EB

LENVIK & MINOR
ARCHITECTS

314 North Lake Street
Santa Barbara, CA 93101
(805) 963-2525 / Fax (805) 963-2178
www.lenvik.com

R. L. BINDER, F.A.A.
ARCHITECTURE PLANNING & INTERIORS
7044 E. 1st Street
Santa Barbara, CA 93103
(805) 963-2111

Client
University of California, Santa Barbara
Office of Design & Construction
Project Manager: [Name]
Project Location
[Address]

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

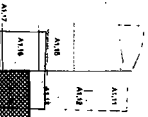
Site Plan -
Portion IV

Schematic Design

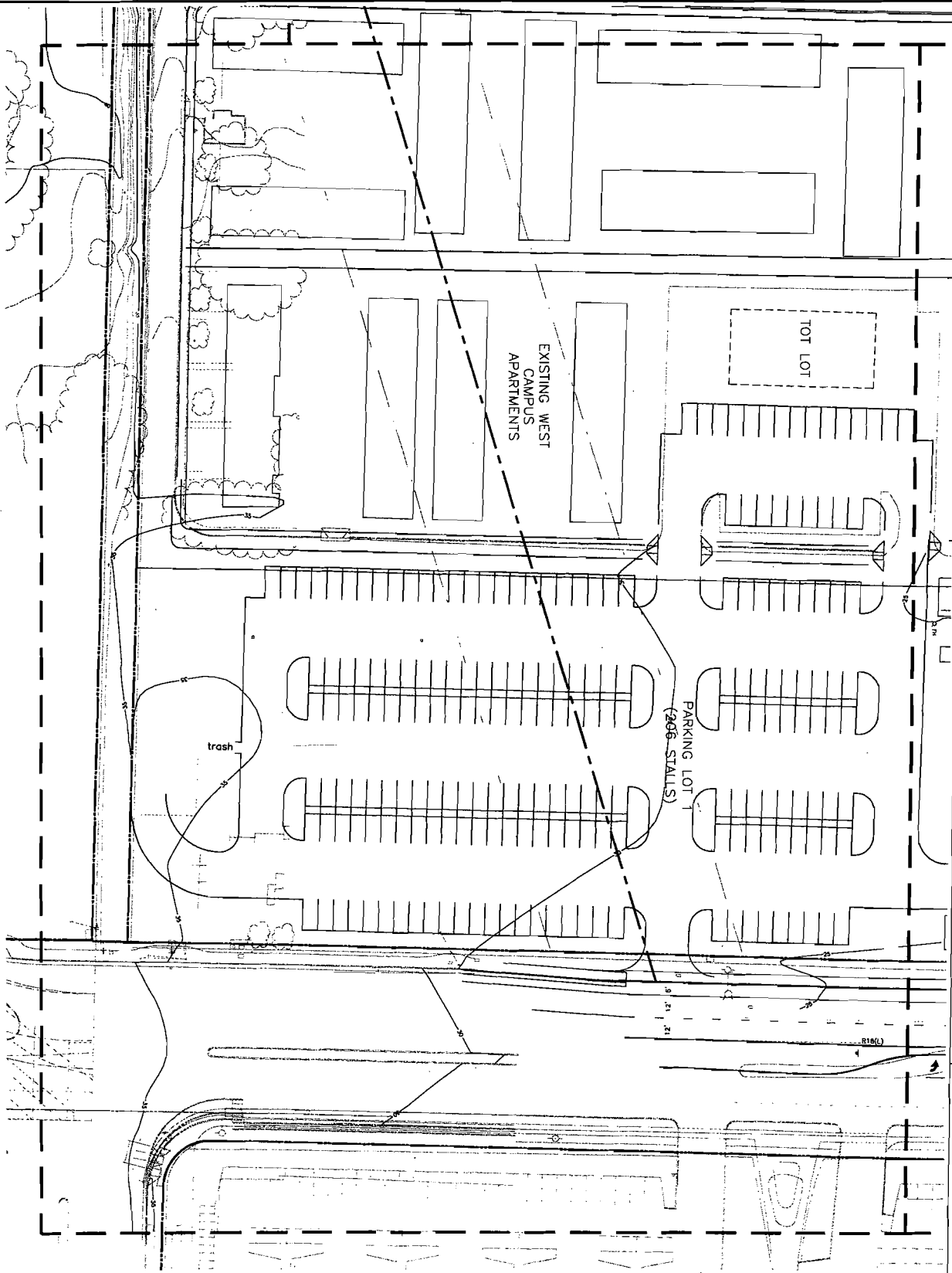
NO. 1	DATE	BY	REVISION
NO. 2	02/29/06	RLB	Final Design
NO. 3	07/18	RLB	Final Design
NO. 4			
NO. 5			
NO. 6			
NO. 7			

EG

KEYMAP



A1.14



SITE PLAN - PORTION IV

EXHIBIT 6
ROAD RIGHT OF WAY EASEMENT

#17

2159
RECORDED AT REQUEST OF
Club of ...
BOOK 2334 PAGE 886
Jan 25 9 00 AM '71

BOOK 2334 PAGE 886

OFFICIAL RECORDS
SANTA BARBARA CO., CALIF.
RITA WOODRUM, RECORDER

GIFT RIGHT OF WAY GRANT
(Philps Road)

NO FEE

SOLELY AS A GIFT and without consideration, UNIVERSITY EXCHANGE CORPORATION, a Delaware Corporation, does hereby give and convey to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California; an easement and right of way for all the uses and purposes of a public road over, along and under a parcel of land in the Rancho Los Dos Pueblos in the County of Santa Barbara, State of California, more particularly described as follows:

Beginning at the northwesterly corner of Tract 10482, as particularly shown on map filed in Book 75, Page 25, et seq., of Maps in the Santa Barbara County Recorder's Office; thence along the westerly boundary of said Tract 10482, S 21°14'56" E, 42.21 feet to the northeasterly corner of the parcel of land described in the Deed to the Episto Union School District recorded September 1, 1967, as Instrument Number 45321 in Book 2203, Page 923 of Official Records in said County Recorder's Office; thence along the northerly boundary of said last mentioned parcel of land, the following courses and distances: S 74°29'33" W, 534.01 feet to the beginning of a 2050.00 foot radius curve, concave to the southeast and tangent to the last described course; thence southwesterly along the arc of said curve, through a central angle of 05°01'37", a distance of 250.75 feet to the northeasterly corner of said last mentioned parcel of land; thence along the westerly boundary of said parcel of land, S 20°32'04" E, 36.42 feet to a point on the arc of a 948.00 foot radius curve, concave to the southeast, and whose radial center bears, S 21°33'15" E, thence leaving said last mentioned westerly boundary, southwesterly along the arc of said curve, through a central angle of 23°33'29", a distance of 389.79 feet; thence tangent to last described curve, S 44°53'16" W, 426.37 feet to the beginning of a 1052 foot radius curve, concave to the northwest and tangent to last described course; thence southwesterly along the arc of said curve, through a central angle of 05°14'40", a distance of 96.34 feet to a point on the easterly boundary of Elwood Acres No. 2, as particularly shown on map filed in Book 15, Page 156 of Maps in said County Recorder's Office; thence along said easterly boundary, N 01°06'11" W, 138.47 feet to the northeasterly corner of lot 22 of said Elwood Acres No. 2, according to said last mentioned Map; thence leaving said easterly boundary of Elwood Acres No. 2, N 44°53'16" E, 426.37 feet to the beginning of a 1052 foot radius curve, concave to the southeast and

tangent to the last described course; thence northeast-
 erly along the arc of said curve, through a central
 angle of $29^{\circ}36'17''$, a distance of 543.57 feet; thence
 tangent to said last described curve, N $74^{\circ}29'33''$ E,
 675.17 feet to an intersection with the northerly exten-
 sion of the westerly boundary of said Tract 10482, as
 particularly shown on said Map filed in Book 75, Page
 25, et seq., of Maps in said County Recorder's Office;
 thence along said northerly extension, S $21^{\circ}14'56''$ E,
 20.10 feet to the point of beginning.

EXCEPTING THEREFROM the right to construct overhead
 utility poles or wires, including cable-television
 poles or wires.

COUNTY OF SANTA BARBARA shall not construct or permit the con-
 struction of any above-ground utility poles, wires, guy lines or struc-
 tures of any size, shape, or kind in any part of the aforesaid property.

This prohibition is absolute and all-inclusive and applies to everything
 located above the ground which is in any way connected with, services, or
 forms part of any utility project.

EXECUTED ON: Dec. 21st, 1970

UNIVERSITY EXCHANGE CORPORATION,
 a Delaware Corporation

By C. W. [Signature]
 VICE PRES.

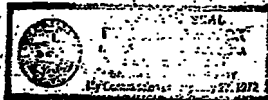
Attest: [Signature]
 GRAND JUROR
 Assistant Secretary



STATE OF CALIFORNIA }
COUNTY OF SANTA BARBARA } ss.

On December 31, 1970, before me, a Notary Public
in and for said County and State, personally appeared C. W. Spence,
known to me to be the ^{Vice} President, and
to be the Secretary of the Corporation that executed the within instru-
ment, known to me to be the person who executed the within instrument
on behalf of the Corporation therein named, and acknowledged to me that
such Corporation executed the within instrument pursuant to its Bylaws
or a Resolution of its Board of Directors.

WITNESS my hand and official seal.



C. W. Spence
Notary Public in and for said
County and State

My commission expires: 5-27-71

STATE OF CALIFORNIA }
COUNTY OF SANTA BARBARA }

On DECEMBER 21, 1971, before me, a Notary Public
in and for said County and State, personally appeared GERALD RAYOR,
known to me to be the President, and _____ known to me
to be the Secretary of the Corporation that executed the within instru-
ment, known to me to be the persons who executed the within instrument
on behalf of the Corporation therein named, and acknowledged to me that
such Corporation executed the within instrument pursuant to its Bylaws
or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Lawrence J. Sullivan
Notary Public in and for said
County and State

My commission expires: 10/24/72

State of California,
County of Santa Barbara,

Gift Right of Way

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed/Grant
dated December 21, 1971 from University Exchange Corporation,
A Delaware Corporation,

to the County of Santa Barbara, State of California, a political corporation and/or governmental agency, is
having accepted by Order of the Board of Supervisors of the County of Santa Barbara on January 11, 1971
and the grantee consents to recordation thereof by its duly authorized officer.

WITNESS my hand and the seal of said County of Santa Barbara
11th day of January, 1971
By *Janet Schlessinger* Deputy Clerk

//// END OF DOCUMENT ///

RECORDING REQUESTED BY

45359

BOOK 2431 PAGE 326

RECORDED AT REQUEST OF CLERK OF THE BOARD

AND WHEN RECORDED MAIL TO

BOOK 2431 PAGE 326
NOV 15 9 00 AM '72

COUNTY OF SANTA BARBARA
COURT HOUSE
Santa Barbara, California

OFFICIAL RECORDS
SANTA BARBARA CO., CALIF.
RITA VAN BUREN, RECORDER

NO FEE

Title Order No. _____ Factor No. _____

OR RECORDER'S USE

MAIL THE STATEMENTS TO
Same as above

DOCUMENTARY TRANSFER TAX \$
 Computed on full value of property conveyed, or
 Computed as follows: tax rate & circumstances
remaining therein at time of sale.

Amount \$ _____ IN THIS SPACE

Signature of de drafts of deed (if any) on the back of this form

No Tax Due

Corporation Quitclaim Deed

THIS FORM FURNISHED BY SECURITY TITLE INSURANCE COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

UNIVERSITY EXCHANGE CORPORATION, a Corporation

do hereby remise, release and forever quitclaim to

THE COUNTY OF SANTA BARBARA, a political subdivision of the State of California

the following described real property in the unincorporated county of Santa Barbara state of California: area

All right, title, or interest express or implied in that certain grant of an easement and right of way for all the uses and purposes of a public road as conveyed to University Exchange Corporation by deed dated October 23, 1970 and recorded January 7, 1971 as Instrument No. 359 in Book 2332, Page 1129 of Official Records of Santa Barbara County.

Dated October 3, 1972

UNIVERSITY EXCHANGE CORPORATION

STATE OF CALIFORNIA
COUNTY OF Santa Barbara } ss.

By: Walter S. White
Vice President

On October 3, 1972 before me, the undersigned a Notary Public in and for said County and State, personally appeared Walter S. White known to me to be the Vice President of the

By: _____

Secretary of the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or resolution of its board of directors.

Jonathan Blockwell

Jonathan Blockwell
Name (Typed or Printed)
Notary Public in and for said County and State

FOR NOTARY SEAL OR STAMP

State of California,
County of Santa Barbara,) ss.

Quitclaim

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed of Grant
dated October 30, 1972 from University Exchange Corporation,
a Corporation, 45359

to the County of Santa Barbara, State of California, a political corporation and/or governmental agency, is
hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on November 6, 1972
and the grantee consents to recordation thereof by its duly authorized officer.

WITNESS my hand and the seal of said Board this
6th day of November A.D. 1972

E. LEWIS, Clerk
By James H. Williams Deputy Clerk

/// // END OF DOCUMENT /// //