

PROPOSED DRAFT 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 \_\_\_\_\_, is 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.

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 \_\_\_\_\_. 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 \_\_\_\_\_ and immediately thereafter the Grant of Easement, in the form of Exhibit \_\_\_\_\_.

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 \_\_\_\_\_.

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 \_\_\_\_\_, 200\_\_\_\_, 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 advertise the Project for bidding 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 \_\_\_\_\_, 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 \_\_\_ 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, 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 the County's jurisdiction that contribute to traffic impacts on El Colegio Road, and that the County collections from developers and the University's “fair share” funding will be used to implement the Project. 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, pursuant to procedures similar to those described in Government Code 54999 et seq. for contributions to utilities. As a result of these negotiations, the County and University intend to enter into a Cooperative Agreement (Exhibit \_\_) 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, 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 shall be reduced by the amount of \$2,000,000 upon completion of project..

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

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 submit to The Regents, or its delegate, the final Project design for approval, and in connection with that approval, shall determine 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. Upon final Project design approval by The Regents, or its delegate, 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 \_\_\_ 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 \_\_\_. 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 Projects 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 \_\_\_\_\_ of this Agreement.

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 information necessary for the County to prepare complete applications for the following permits: \_\_\_\_\_ . The information necessary for the issuance of those permits is generally set forth in Exhibit \_\_\_\_. 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. 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 \_\_\_\_. 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 curbs 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 obligation under Paragraph 9.1 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 that are not part of the Project as depicted in Exhibit \_\_\_\_, 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.

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, and the University shall stop the work and require corrections to the work by the Contractor.

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 may 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. 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 \_\_\_\_\_.

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 bike path, median plants, landscape planting, irrigation, and area lighting on the north side of El Colegio Road and as shown on Exhibit \_\_\_\_\_.



12.4 Lighting District. The preliminary proposed Lighting Plan is attached as Exhibit \_\_\_\_. The County shall incorporate the approved lighting depicted upon Exhibit \_\_\_\_ 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 1, 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 Sections \_\_\_\_, 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.

14.4 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:

TO THE COUNTY:

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.

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

*APPROVED AS TO FORM:*

By: \_\_\_\_\_  
Its: UNIVERSITY COUNSEL

*APPROVED AS TO FORM:*

By: \_\_\_\_\_  
Its: COUNTY COUNSEL

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_  
Its:

Dated: \_\_\_\_\_

THE COUNTY OF SANTA BARBARA:

By: \_\_\_\_\_  
Its: