

A G R E E M E N T

THIS AGREEMENT, executed this 8th day of January, 1962, by and between the CITY OF SANTA CRUZ, a municipal corporation, hereinafter called "City", and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a corporation, hereinafter called "University",

W I T N E S S E T H:

WHEREAS, University declared in October, 1957, its intention of establishing a new general campus in the South Central Coast Area of California; and

WHEREAS, a thorough search of this area disclosed many sites which satisfied the criteria for locating a new campus; and

WHEREAS, the City of Santa Cruz requested University to locate its proposed campus in the Santa Cruz Area and made representations, offers and commitments to induce the University to select Santa Cruz as the location of a general campus; and

WHEREAS, University, relying upon these representations, offers and commitments, among others, has selected Santa Cruz as the site for a general campus, providing this and other related Agreements are culminated; and

WHEREAS, University has received an offer from the S. H. Cowell Foundation of San Francisco to sell sufficient acreage to permit development of a general campus, consisting of approximately 1,994 acres of land, part of which is situated in the incorporated area of the City of Santa Cruz, and part of which is situated in the unincorporated area

of the County of Santa Cruz, which said land is identified as Parcels A, B, and C (hereinafter sometimes referred to as the Campus Area) on the map appended hereto, marked Exhibit I, and by this reference made a part hereof as though fully set forth; and

WHEREAS, University proposes to accept this offer of S. H. Cowell Foundation after execution of this and related Agreements;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and hereinabove recited, it is agreed by and between City and University as follows:

1. Industrial Liaison Office and Laboratory Site.

Without cost to University, City shall provide a parcel of land, one and one-half acres in area, to be selected by the University from City-owned property in the westerly end of the Swanton Beach Industrial Park in the City of Santa Cruz. The conveyance of said parcel shall be on the condition that it shall be held solely for University purposes for use as an industrial liaison office and laboratory site, otherwise to revert to the City on breach of such condition.

2. University Area Development Plan. City shall participate with the University and the County of Santa Cruz in the preparation and adoption of a University Area Development Plan for the area described in Exhibit II, appended hereto and by this reference made a part hereof as though fully set forth. Said Plan shall be subject to the approval of the University and prepared without cost to the University, and shall be approved not later than June 1, 1963, provided, however, that the physical plan for the area, as

provided in subparagraphs a through e, below, shall be completed not later than December 1, 1962. City in the preparation of said Plan shall undertake the following procedures:

a. Enact and enforce legislation directed toward maintaining the status quo of improvements and land uses in the area subject to formulation of said Plan pending its completion, implementation and enforcement.

b. Establish goals, criteria, and assumptions upon which said Plan is to be based.

c. Submit a sketch of the said Plan to the Committee of the representatives from the University, the County and the City, for review and recommendation.

d. Prepare preliminary University Area Development Plan for interim endorsement by the appropriate governing bodies of the City and the County of Santa Cruz, and of the University.

e. Prepare the University Area Development Plan, including phase development plans for review, recommendation and expeditious approval by the University, the County and the City, and adoption by the City.

f. Prepare and approve precise plans for those areas in the University Area Development Plan of particular concern to the City, the County and the University.

g. Prepare and adopt regulatory measures necessary to implement said Plan.

h. In the interests of preserving aesthetic values and promoting sound community planning City and University agree to the desirability of locating utilities underground wherever this objective can reasonably be accomplished.

City shall adopt and, to the extent authorized by law, enforce necessary ordinances, give any and all necessary notices, and take any and all actions legally available to it in order that all utility facilities hereafter installed, including major relocations thereof, within the areas outlined on Exhibit III shall be installed or relocated underground except in instances exempted by mutual agreement of City and University, without expense to University or City. The City further agrees to adopt and, to the extent authorized by law, enforce necessary ordinances, give any and all necessary notices, and take any and all actions legally available to it in order that other utility facilities hereafter installed, including major relocations, as may be determined by the University Area Development Plan shall be installed or relocated underground without expense to University or City.

1. In the event disagreements arise between the City and the County as to any of the provisions of the University Area Development Plan, University shall make the final determination.

3. Annexation. Any portion or all of said Parcels A, B, and C shall be annexed to the City upon request in writing from the University.

4. Fire and Police Protection. City shall, at its expense, provide fire and police protection to that portion of the Campus Area lying within the incorporated limits of the City and at the same level of service rendered to the inhabitants of the City of Santa Cruz.

5. Transportation Facilities. Parties hereto shall cooperate with the County of Santa Cruz in encouraging

the planning and development of such public transportation facilities as may be necessary to service the Campus Area in accordance with the University Area Development Plan.

6. Municipal Services. As may be necessary to provide for campus development, City shall provide, at no expense to University, any and all water lines and sanitary sewer lines up to the boundaries of said Campus Area as good engineering practice and the reasonable needs of the University and of the City may require. City shall provide, at no expense to University, any and all storm drainage lines up to the boundaries of said Campus Area within the City. City shall make water and sewer services available to the University at rates no less favorable than those prevailing to large-scale industrial users. University shall pay the normal charges for water service connections in accordance with the Santa Cruz Municipal Code.

7. Relocation of City Streets and Municipal Services. The City and the University acknowledge that the proposed boundaries of the University Campus Area include existing City streets and municipal services not required for the maintenance and operation of University facilities and also that as part of the relocation of City streets and municipal services along with the expansion of municipal services a need by the City for rights of way for municipal services across the Campus Area will arise. Therefore the parties hereto shall do the following:

a. Concurrent with the relocation of Empire Grade by the County of Santa Cruz, City shall undertake the relocation of streets and municipal services situated within the boundaries of the Campus Area or any modification thereof,

and shall provide for the abandonment and relocation of City streets not required for University purposes.

b. Should it develop from the preparation of the University Area Development Plan that the relocation of any City streets on or adjacent to the Campus Area should by mutual consent be made upon the Campus Area, the University agrees to grant a right of way for street purposes to the City pursuant to said University Area Development Plan at a cost to the City of One Thousand One Hundred Dollars (\$1,100.00) per acre, or pro rata portion thereof.

c. City shall remove the water storage tank currently situated on property adjacent to Empire Grade to a location mutually acceptable to the City and the University on property granted in exchange by the University to the City for the present water storage tank site on the following conditions:

(1) The University shall make tank sites available to the City on areas mutually acceptable to the City and the University for water service in the Campus Area and adjacent to the Campus Area but not to exceed 1 acre in aggregate area.

(2) The City shall remove the water storage tank from the Empire Grade site upon eighteen (18) months' advance notice from the University and upon completion of exchange of properties by the City and the University for sites for water tank development.

d. The City is the present owner, for reservoir purposes, of a tract of approximately 26 acres situated in Parcel A of Exhibit I, attached hereto, acquired by the City from the predecessors in interest of the S. H. Cowell Foundation by Deed dated November 18, 1889, as the same is

recorded in Volume 75 of Deeds, Page 1, in the Office of the Recorder, Santa Cruz County. City shall release and convey unto said S. H. Cowell Foundation and/or the University all of its right, title and interest in and to said reservoir site.

e. Consistent with the design criteria required by the City as to location and grade, and with the development of improvements in the Campus Area, University shall make available rights of way for water transmission lines across the Campus Area to service properties adjacent to the boundaries of the Campus Area. Said rights of way, however, shall be consistent with Campus site plans, and said lines shall be subject to relocation at no cost to University if required for University development.

f. The City shall relocate at no cost to University all other municipal services located within the Campus Area not otherwise herein described within a period of two (2) years after request therefor by University.

8. Statement of Intention by City as to Times and Methods of Financing. Contemporaneously with the execution of this Agreement, City shall furnish University with a statement in writing of its intentions in regard to methods of financing the following:

a. Extension of municipal services to the boundaries of the University Campus Area.

b. Relocation of City streets and municipal services located within the Campus Area.

c. Relocation of utilities servicing the Campus Area.

9. Cooperation with County and University. City shall cooperate with the County of Santa Cruz in securing

such roadway and utility facility rights of way as may be necessary to enable the County to carry out its obligations under the University Area Development Plan. City shall execute any and all documents including, without limitation, deeds to roadways and utility rights of way which by reason of relocation or otherwise are no longer necessary for such purposes. City shall use its best efforts to make available to University shore line property for research and study.

10. Site for Student Recreational Use. In cooperation with the Santa Cruz Port District, the City shall use its best efforts to make available to University a site for student recreational use within the area of the Santa Cruz Small Craft Harbor Project.

11. Representations and Commitments of City. The foregoing provisions of this Agreement are intended to accomplish, in cooperation with the County of Santa Cruz, without cost to University, all written representations, offers and commitments made by the City contained in the prospectus and supplements presented to University as an inducement to select Santa Cruz as the location of a general campus.

IN WITNESS WHEREOF, this Agreement is executed by the City of Santa Cruz and by The Regents of the University of California the day and year first above written.

APPROVED AS TO FORM

DATED

January 5, 1962

John R. Barber, Jr.
JOHN R. BARBER, JR.
CITY ATTORNEY
CITY OF SANTA CRUZ, CALIFORNIA

CITY OF SANTA CRUZ

By

By

APPROVED AS TO FORM:

John P. Sparrow
JOHN P. SPARROW
ASSOCIATE COUNSEL OF THE REGENTS
OF THE UNIVERSITY OF CALIFORNIA

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By

By

CHAIRMAN

SECRETARY

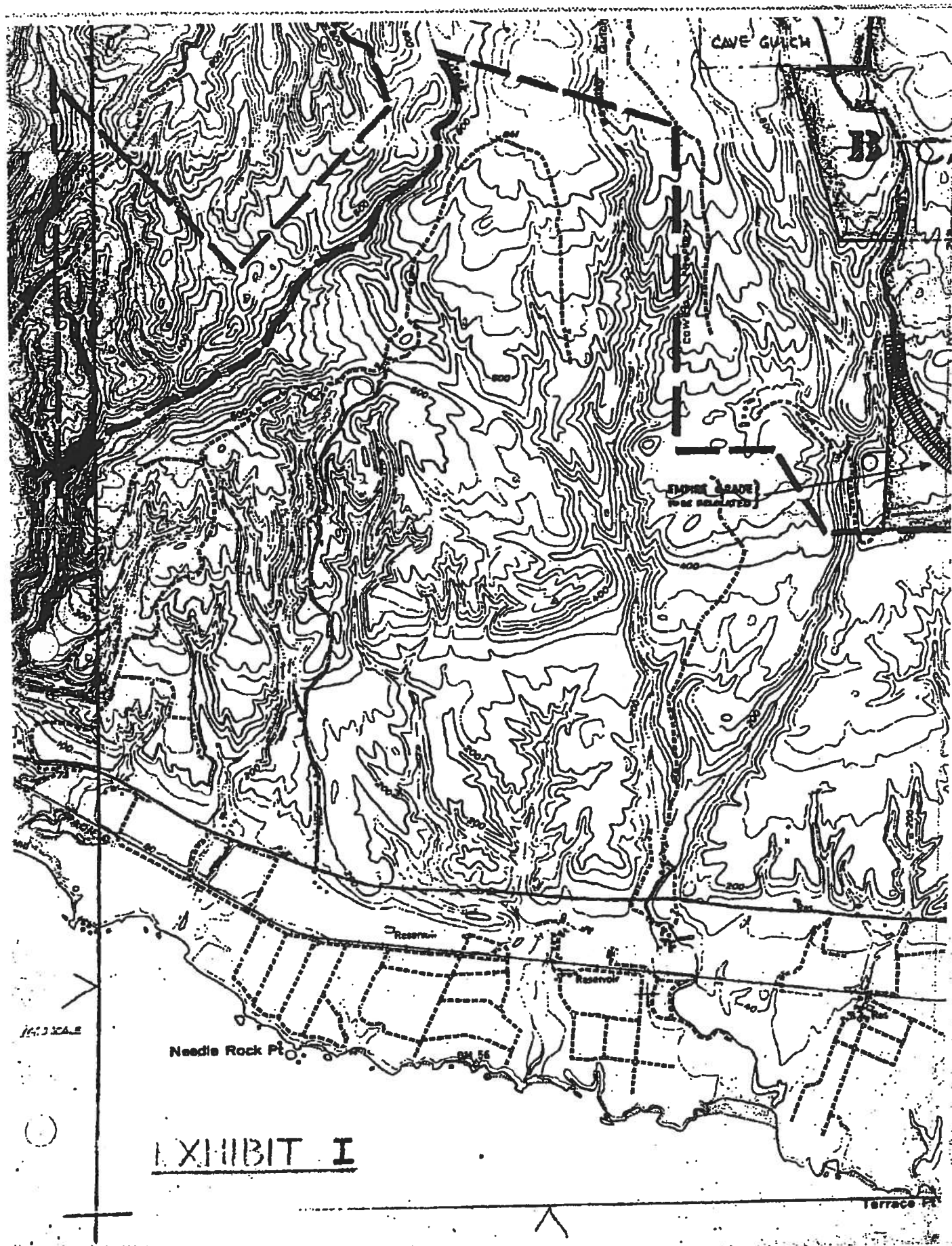


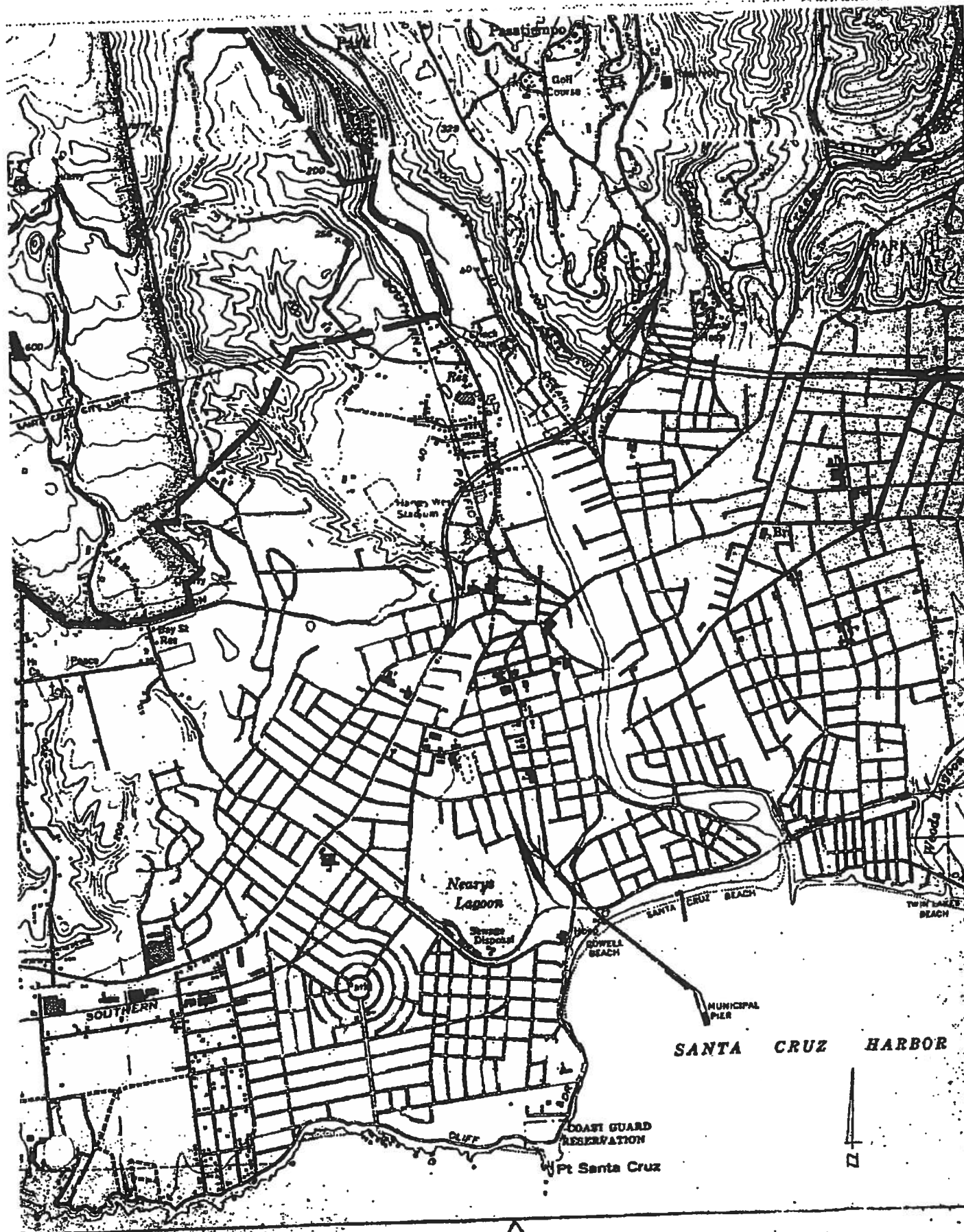
EXHIBIT I





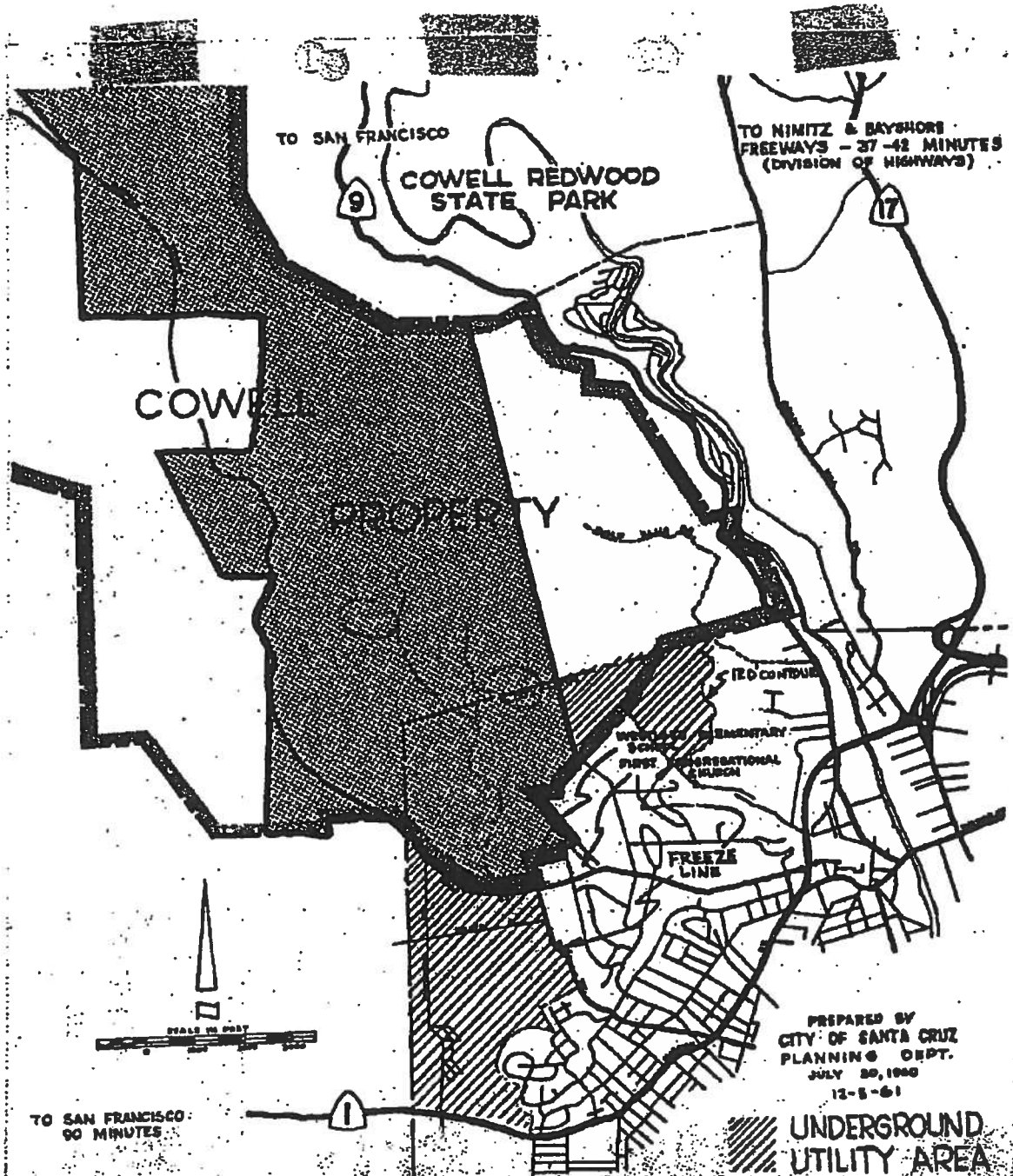






DESCRIPTION OF THE UNIVERSITY AREA DEVELOPMENT PLAN AREA

COMMENCING at the intersection of the southern boundary of the Henry Cowell Redwoods State Park and the centerline of the San Lorenzo River; thence southerly along the centerline of the San Lorenzo River to the centerline of State Route No. 56 (State Sign Route 1); thence southwesterly along the centerline of State Route No. 56 (State Sign Route 1) to the centerline of Western Drive; thence southerly along the centerline of Western Drive to the centerline of Mission Street; thence westerly along the centerline of Mission Street to the centerline of West Cliff Drive; thence southerly along the centerline of West Cliff Drive to the Pacific Ocean; thence westerly along the shoreline of the Pacific Ocean to the centerline of Wilder Creek; thence northerly along the centerline of Wilder Creek to Peasley Gulch; thence northerly along the centerline of Peasley Gulch to the southern boundary of the lands of the Henry Cowell Foundation; thence westerly along the southern boundary of Assessor's Parcels 62-041-16 and 62-041-17 to the westerly boundary of Assessor's Parcel 62-041-17; thence northerly along the westerly boundaries of Assessor's Parcels 62-041-17 and 62-041-4 to the northerly boundary of Assessor's Parcel 62-041-4; thence easterly along the northerly boundary of Assessor's Parcel 62-041-4 to the southerly boundary of the Canada Rincon Rancho; thence easterly along said Canada Rincon Rancho boundary to C.R. #7; thence on a line due East to its intersection with the centerline of the San Lorenzo River; thence southerly along the centerline of the San Lorenzo River to the said point of beginning.



UNIVERSITY OF CALIFORNIA
SOUTH CENTRAL COAST CAMPUS SITE STUDY
COWELL RANCH SANTA CRUZ