

RECORDING REQUESTED BY AND)
WHEN RECORDED, RETURN TO)
)
CITY OF SANTA BARBARA)
Real Property Section)
Public Works Dept/Engineering Division)
P.O. Box 1990)
Santa Barbara, CA 93102-1990)
)

No Documentary Transfer Tax per R&T Code 11922
No fee per GOV'T CODE 27383

Space above line for Recorder's Use

ADDRESS: East Mountain Drive at Cold
Springs Creek (Gould Park)

City Agreement No. 26,275
City Ordinance No. 5852
County Project No. 18104C

APN: 011-010-002

LICENSE AGREEMENT FOR EAST MOUNTAIN DRIVE ROADWAY AND EMBANKMENT DAMAGE REPAIR PROJECT

This License Agreement for East Mountain Drive Roadway and Embankment Repair Project (hereinafter referred to as "LICENSE") is made and entered into this 25th day of September, 2018, by and between the **CITY OF SANTA BARBARA**, a California municipal corporation, hereinafter referred to as "CITY," and **COUNTY OF SANTA BARBARA**, a political subdivision of the State of California, hereinafter referred to as "LICENSEE," and collectively hereinafter referred to as "parties."

RECITALS

- A. CITY, a municipal corporation, is the sole owner of the parcel on East Mountain Drive in the unincorporated area of the County of Santa Barbara, State of California, which is more particularly described as Santa Barbara County Assessor's Parcel Number 011-010-002 (herein the "Property"). The Property was acquired by the CITY for, and dedicated to, public park purposes and is referred to as Gould Park, which includes the trailhead for the east fork of Cold Spring Trail ("Trailhead").
- B. The section of East Mountain Drive roadway below the Property allows users of Cold Spring Trail to access the Trailhead in Gould Park and is a direct link between the Trailhead and the asphalt and dirt parking lot to the southeast of the Trailhead.
- C. The section of East Mountain Drive roadway below the Property has been impacted by rockfall events which pose a safety risk for Cold Spring Trail users passing beneath the rockfall hazard slope. The slope embankment above the roadway has experienced changed conditions due to removal of vegetation during the Thomas Fire and the associated debris flow event of January 9, 2018. The

project will reduce the hazard and increase the safety of the travelling public using East Mountain Drive or accessing Gould Park.

- D. LICENSEE proposes to install a rockfall attenuator system along an approximately 120 linear foot section of natural slope embankment at a location along East Mountain Drive approximately 250 to 350 feet east of Cold Springs Creek. The project entails topographic surveys, geotechnical soil sampling, biological surveys, and other activities which may be incidental to such studies, construction, and maintenance activities (the "Project"), herein attached as Exhibit A.
- E. This LICENSE shall be for the purpose of allowing the LICENSEE and their licensed and insured "Class A-General Engineering" contractors to perform the work necessary to complete and to maintain the Project
- F. The Project will secure safe passage through the rockfall hazard zone and is thereby compatible with and accessory to the purposes to which the Property is dedicated and that are permitted by contract from and regulated by the CITY.
- G. In the interest of mutual and public benefits, CITY desires to cooperate with LICENSEE, and in so doing shall grant a non-exclusive, revocable license on the Property for the purposes of construction and maintenance of a rockfall attenuator system as more specifically shown on Exhibit A.

NOW THEREFORE, in consideration of CITY allowing LICENSEE to perform the work necessary to complete and to maintain the Project located on the Property described herein, LICENSEE accepts and agrees to the conditions as follows:

1. LICENSE PURPOSE

CITY hereby grants to LICENSEE, and its successors, a non-exclusive, revocable license to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time, and from time to time, a rockfall attenuator system, (as depicted on Exhibit A), in, on, over, under, across and along, the Property, together with the right of ingress and egress, to and from same for such purposes in, on, over, under, along and through the Real Property. The construction of the rockfall attenuator system is being done in accordance with County of Santa Barbara, Department of Public Works civil drawings for Project No. 18104C (18STM1-1E72), East Mountain Drive Rockfall Attenuator System Project, incorporated herein by reference and on file with the LICENSEE. Removal of the rockfall attenuator system shall require written approval from both the CITY and LICENSEE. Addition to the rockfall attenuator system shall require written approval from the CITY based on a civil engineering need from the LICENSEE.

2. DEFINITION OF LICENSEE

For the purposes of this LICENSE, all references in this LICENSE to LICENSEE shall include the LICENSEE'S contractors, subcontractors, officers, agents, employees, volunteers, and others acting under its or their authority.

3. TERMS AND CONDITIONS

- a. CITY and LICENSEE agree that CITY shall have review and approval authority for the final Project Design and Construction plans prior to the commencement of construction. LICENSEE shall give CITY thirty (30) days written notice prior to the date of commencement of construction.
- b. LICENSEE shall have the right to enter the Property during the term of this LICENSE between the hours of 7:00 a.m. and 5:00 p.m. unless other arrangements are coordinated in advance with the City. In the event of an emergency, the LICENSEE may enter at any time, but shall subsequently notify the CITY as soon as possible regarding the access needed.
- c. LICENSEE, its authorized agents, employees, and contractors shall exercise reasonable precautions necessary to prevent damage to, and protect, the Property from LICENSEE'S actions pursuant to this LICENSE during LICENSEE'S entry thereon.
- d. LICENSEE shall maintain the Project improvements at its own cost and shall have the right to enter the licensed area for maintenance or repair of the attenuator upon seventy-two (72) hour advance notice to the CITY. In the event that exigent circumstances require immediate repair of the attenuator in order to protect public health, safety, and welfare, or serious damage to public property, County will if possible provide the City with 24 hours advance notice, or where not possible due to the nature of the immediacy of the threat, notify the City upon the commencement of work. City reserves the right to deny access to the Premises in the event the proposed maintenance or repair would damage park property, in which case the City may terminate the LICENSE and require removal of the attenuator pursuant to section 5.
- e. LICENSEE, and its contractors, agents and employees shall have the right to trim or cut tree roots, subject to the prior approval of the CITY Arborist, as may endanger or interfere with said rockfall attenuator system. However, when making any excavation on said Property, LICENSEE shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation as is practicable.
- f. At no time, unless LICENSEE has obtained prior written approval from CITY, shall LICENSEE block any public trails or other CITY facilities.
- g. LICENSEE shall submit plans to the CITY for any alteration or addition to its rockfall attenuator system within the licensed areas, and all work relating to improvements shall conform to the recognized standards of construction.

4. CONSIDERATION

CITY grants the license contained in this LICENSE to LICENSEE at no cost in consideration of the substantial mutual and public benefits to be derived from protecting East Mountain Drive and the Property from rockfall hazards.

5. TERMINATION

- a. **REVOCAION FOR CAUSE.** The term for this License shall be 50 years from the date of the last party's signature hereto. Notwithstanding the foregoing, LICENSEE agrees that this LICENSE may be revoked immediately by CITY for failure of LICENSEE to comply with any condition contained herein, or for any significant and continuing noncompliance with the Santa Barbara Municipal Code, or for noncompliance with any other applicable laws, rules or guidelines provided however that LICENSEE shall be given 15 days' advance written notice and opportunity to cure such a default. LICENSEE shall observe, abide by, enforce, and maintain the meaning and purpose of such Code, resolutions, laws, rules and guidelines, and all amendments as may be adopted from time to time and the successor of replacement Codes and resolutions.
- b. **FAILURE TO REMOVE.** Upon notification from CITY of revocation for cause, LICENSEE shall remove any objects, features or improvements installed by LICENSEE on the Property and restore the area where objects, features or improvements are installed. If LICENSEE fails to remove and restore the area, LICENSEE agrees to allow CITY to remove the objects, features and improvements on the Property, restore said area, charge LICENSEE for costs of removal and restoration, and LICENSEE agrees to pay City for said costs upon written demand.
- c. CITY may revoke this LICENSE, or a part hereof, without cause, at the sole discretion of the CITY, by giving written notice to LICENSEE at least a year prior to the effective date of termination. In such event, LICENSEE shall, at LICENSEE'S sole expense, remove any and all objects, features and improvements installed and used by LICENSEE in connection with the Project. CITY may be required to design and construct a replacement rockfall hazard mitigation system depending on the circumstances at that time.
- d. LICENSEE shall have the right to terminate this LICENSE at any time, with or without cause, upon one year written notice to CITY.
- e. In the event of the termination of the recorded LICENSE, CITY shall prepare a Quitclaim Deed in a form suitable for recordation in the Official Records of Santa Barbara County, upon proof of removal of the rockfall attenuator system and proper restoration of the Property, and LICENSEE shall execute the Quitclaim Deed, which upon such recordation, shall give notice of the

termination and LICENSEE'S permanent relinquishment of any interests in the LICENSE. CITY and LICENSEE do not intend that the LICENSE shall constitute an irrevocable, perpetual license requiring any formal abandonment.

6. NOTICES

Any and all notices or demands by or from either party shall be in writing, and shall be served either by personal delivery to the addresses shown below, or by mail delivered by the United States Postal Service. If served by personal delivery, service shall be conclusively deemed made at the time of service. If served by mail, service of notices or demands shall be conclusively deemed made as of the time of deposit in the United States mail, postage paid.

Any notice, demand, or information regarding future maintenance/repair shall be given to:

CITY:

City of Santa Barbara
Parks & Recreation Department
620 Laguna Street
PO Box 1990
Santa Barbara, CA 93102
ATTN: Jill E. Zachary
(805) 564-5431
JZachary@SantaBarbaraCA.gov

LICENSEE:

County of Santa Barbara
Public Works Department
Transportation Division
123 East Anapamu Street
Santa Barbara, CA 93101
Attn: Scott McGolpin
Phone: (805) 568-3010
E-mail: Mcgolpin@cosbpw.net

7. NO INTERFERENCE

No work performed by LICENSEE under this LICENSE shall cause any interference with the constant, continuous and uninterrupted use of the Property by CITY, its officers, agents, contractors, lessees, permittees or others, unless due notice is provided to City pursuant to Section 6 of this LICENSE. Nothing shall be done or suffered to be done by LICENSEE at any time that would cause damage or destruction of the facilities, equipment, or other property or appurtenances of CITY, its lessees or permittees. LICENSEE agrees to reimburse CITY for any such damage or destruction, or upon mutual agreement to replace or restore said facilities, equipment, or other property to CITY'S satisfaction.

8. NUISANCE

LICENSEE shall at all times conduct its use of the Property in such a reasonable manner that it shall not constitute a public or private nuisance.

9. OTHER PERMITS

Prior to beginning any work, LICENSEE, at its sole expense, shall obtain all necessary permits required, if any, from any other government, agency, or entity to perform any work contemplated by this LICENSE.

10. REPAIR OF PROPERTY COSTS

LICENSEE shall provide for repair of the Property, as follows:

LICENSEE, its authorized agents, employees and contractors shall replace and/or repair any improvements destroyed or damaged, as a result of the rights granted under this LICENSE. If any improvements are damaged or removed by LICENSEE, its authorized agents, employees and contractors, they shall be restored or replaced by LICENSEE to their original condition and location, to the extent practicable within thirty (30) days of the end of construction or as deemed appropriate. If any mature trees are damaged to the extent that they do not survive, LICENSEE shall replace each such tree with two of the same or similar trees of not less than 5-gallon size as CITY'S sole remedy.

11. INSURANCE AND INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

12. HAZARDOUS MATERIALS

LICENSEE shall not unreasonably use, store, release or otherwise introduce on the Property any substance, chemical, waste or other material that is identified as hazardous, toxic or dangerous on any Federal, State or local law or regulation (hereafter referred to "hazardous material"). LICENSEE shall be solely responsible for the complete

cost of removal and/or required remediation of any hazardous material spilled by LICENSEE on the Property, and LICENSEE shall defend and indemnify CITY, its officers and employees from and against all claims or other liabilities therefore, in accordance with the provisions of Section 13 above to the extent allowed by law.

13. COMPLIANCE WITH LAWS

In the prosecution of the work covered by this LICENSE, the LICENSEE shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The LICENSEE shall use only such equipment as is consistent with safety, as concerns the LICENSEE, the LICENSEE'S agents and employees, as concerns the officers, agents, employees and property of CITY, and as concerns the public in general. The LICENSEE (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. If any failure by the LICENSEE to comply with any such laws, regulations, and enactments shall result in any fine, penalty, cost or charge being assessed, imposed or charged against CITY, the LICENSEE shall reimburse and indemnify CITY for any such fine, penalty, cost or charge, including without limitation, reasonable attorney's fees, court costs and expenses.

14. GOVERNING LAW

This LICENSE shall be governed by and construed in accordance with the laws of the State of California. The courts of Santa Barbara, California, shall have exclusive jurisdiction of any action the subject of which is this LICENSE, including but not limited to, any action alleging a breach of or failure to comply with any provision of this LICENSE.

15. AMENDMENT

This LICENSE may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.

16. SUBCONTRACTING

LICENSEE shall have the right to subcontract work performed under this LICENSE as provided in this paragraph. If LICENSEE subcontracts all or any portion of the work herein described, the LICENSEE is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this LICENSE and by the scope of the project, as set forth in related civil design plans and specifications for the project.

17. BINDING ON SUCCESSORS OR ASSIGNEES

This LICENSE shall be binding on and shall inure to the benefit of the CITY and LICENSEE, and their respective successors and their past, present and future officers,

employees, and agents; provided that this LICENSE may only be assigned with the written consent of both parties, and any attempt to assign this LICENSE without such consent shall be void.

18. CONSTRUCTIVE NOTICE

This LICENSE shall be recorded in the Official Records, in the Office of the County Recorder, County of Santa Barbara, State of California, to give constructive notice, and it is an instrument affecting the title and possession of the Property.

19. SEVERABILITY

Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the parties have no legal right to contract, the latter shall prevail, but the affected provisions of this LICENSE shall be limited only to the extent necessary to bring them within the requirement of such law.

20. WAIVER OF BREACH

The waiver by any party to this LICENSE of a breach of any provision of this LICENSE shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any provision of the LICENSE.

21. CAPTIONS, NUMBER, AND GENDER

The captions appearing at the commencement of the paragraphs, subparagraphs and sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the article, paragraph or subparagraph at the head of which it appears the article, paragraph, or subparagraph and not the caption shall control and govern the construction of this LICENSE. In the LICENSE, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever the context so requires.

22. COUNTERPARTS

This LICENSE may be executed in any number of counterparts and by different parties hereto on separate counterparts; each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

23. AUTHORIZATION, APPROVALS, BINDING NATURE

This LICENSE has no force and effect and is not binding on the CITY until and unless it is authorized by the Council of the City of Santa Barbara at a duly noticed public meeting.

24. AUTHORITY

Each individual executing this LICENSE on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this LICENSE and that said entity will thereby be obligated to perform the terms of this LICENSE.

25. ENTIRE LICENSE and AGREEMENT; MODIFICATIONS

This LICENSE, Exhibits attached hereto, and all documents incorporated by reference hereto constitute the entire agreement between the parties concerning the subject matter thereof. No alteration, modification, or variation of the terms of this LICENSE shall be valid unless made in writing and executed by both parties.

26. EXHIBITS

The following Exhibit is attached to this LICENSE and incorporated by reference herein.


Exhibit A: East Mountain Drive Rockfall Plans

27. EFFECTIVE DATE

This LICENSE shall become effective on the date of its execution by the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this LICENSE as of the Effective Date.

CITY OF SANTA BARBARA, a
municipal corporation

By: 
Paul Casey
City Administrator

ATTEST:
Sarah Gorman
City Clerk Services Manager

By: 

RECOMMENDED BY:

By: 
for David B. Thornburgh
Sr. Real Property Agent

APPROVED AS TO CONTENT:


By: 
Jill Zachary
Parks & Recreation Director

INSURANCE REVIEWED:

By: 
Mark Howard
Risk Manager

APPROVED AS TO FORM:

Ariel Pierre Calonne
City Attorney

By: 
Robin L. Lewis
Assistant City Attorney IV



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Barbara)

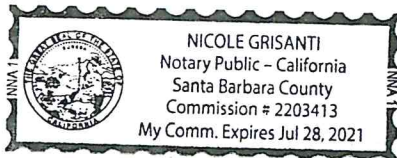
On October 24, 2018 before me, Nicole Grisanti, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Paul Casey
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Nicole Grisanti
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Das Williams
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

PUBLIC WORKS DEPARTMENT

By: 
Department Head


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

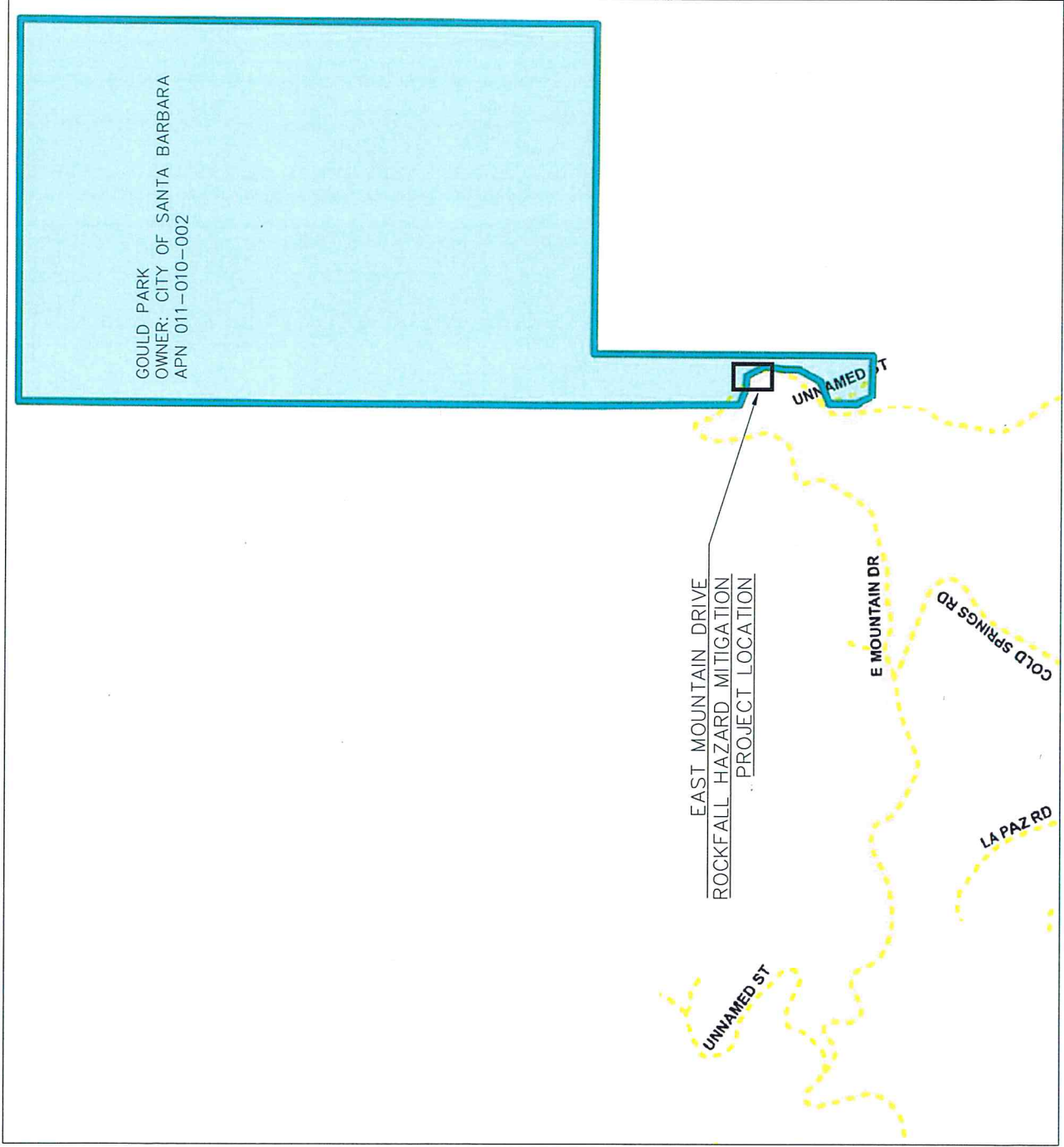
By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

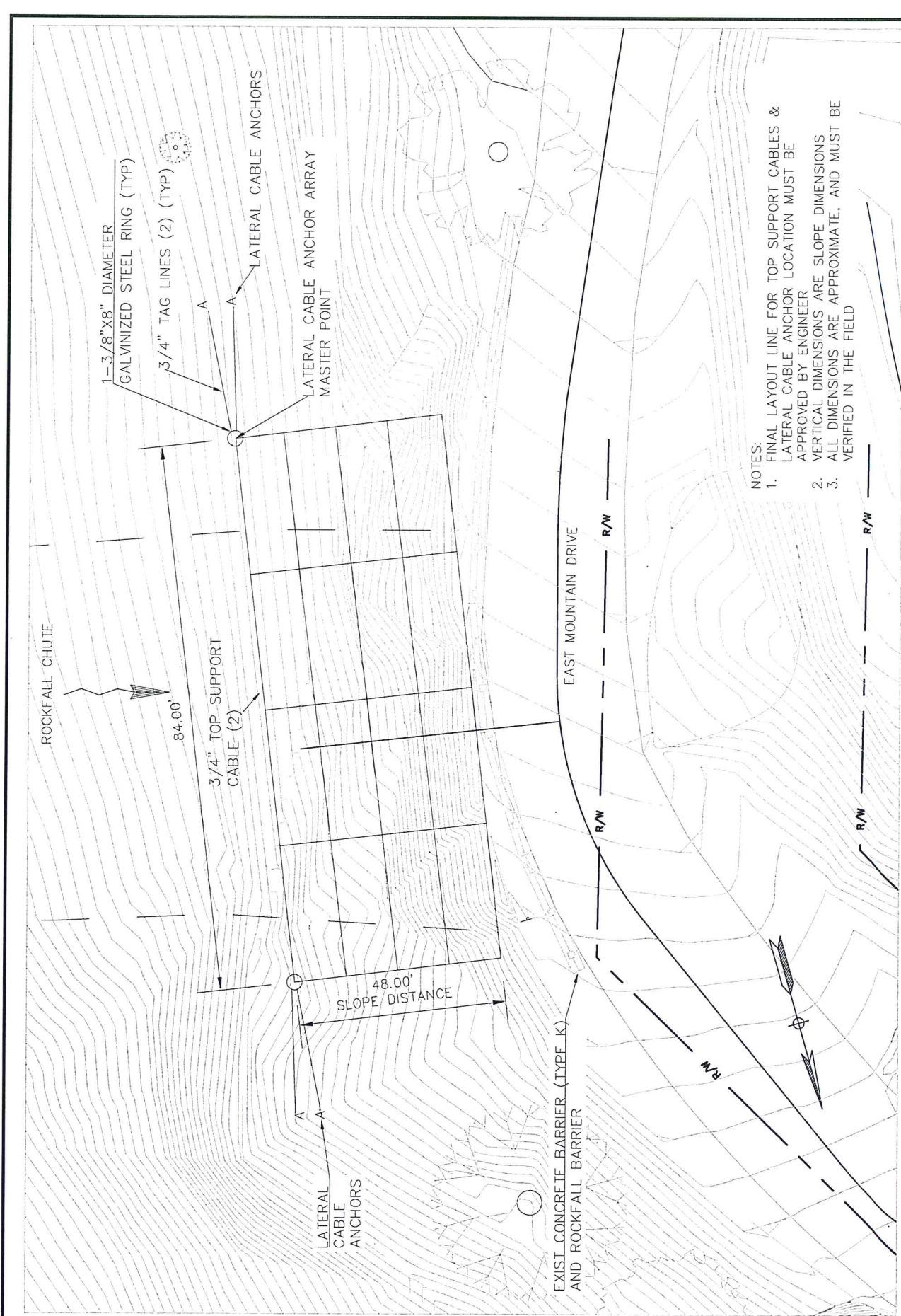
Exhibit "A"
East Mountain Driveway Rockfall Plans



EAST MOUNTAIN DRIVE
ROCKFALL (1D05)

COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION DIVISION

SCALE: NONE
PROJECT NO. 820711



- NOTES:
1. FINAL LAYOUT LINE FOR TOP SUPPORT CABLES & LATERAL CABLE ANCHOR LOCATION MUST BE APPROVED BY ENGINEER
 2. VERTICAL DIMENSIONS ARE SLOPE DIMENSIONS
 3. ALL DIMENSIONS ARE APPROXIMATE, AND MUST BE VERIFIED IN THE FIELD

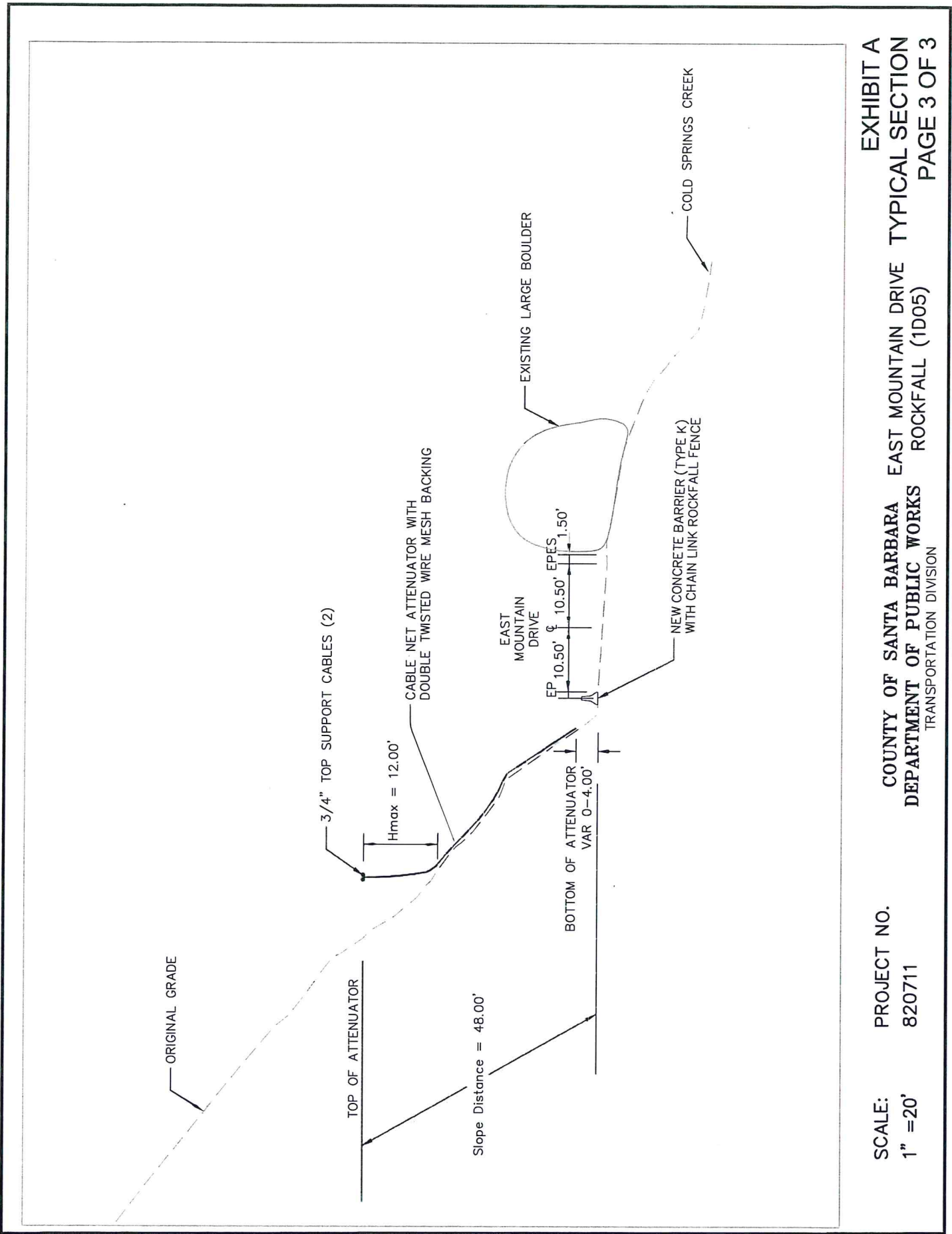
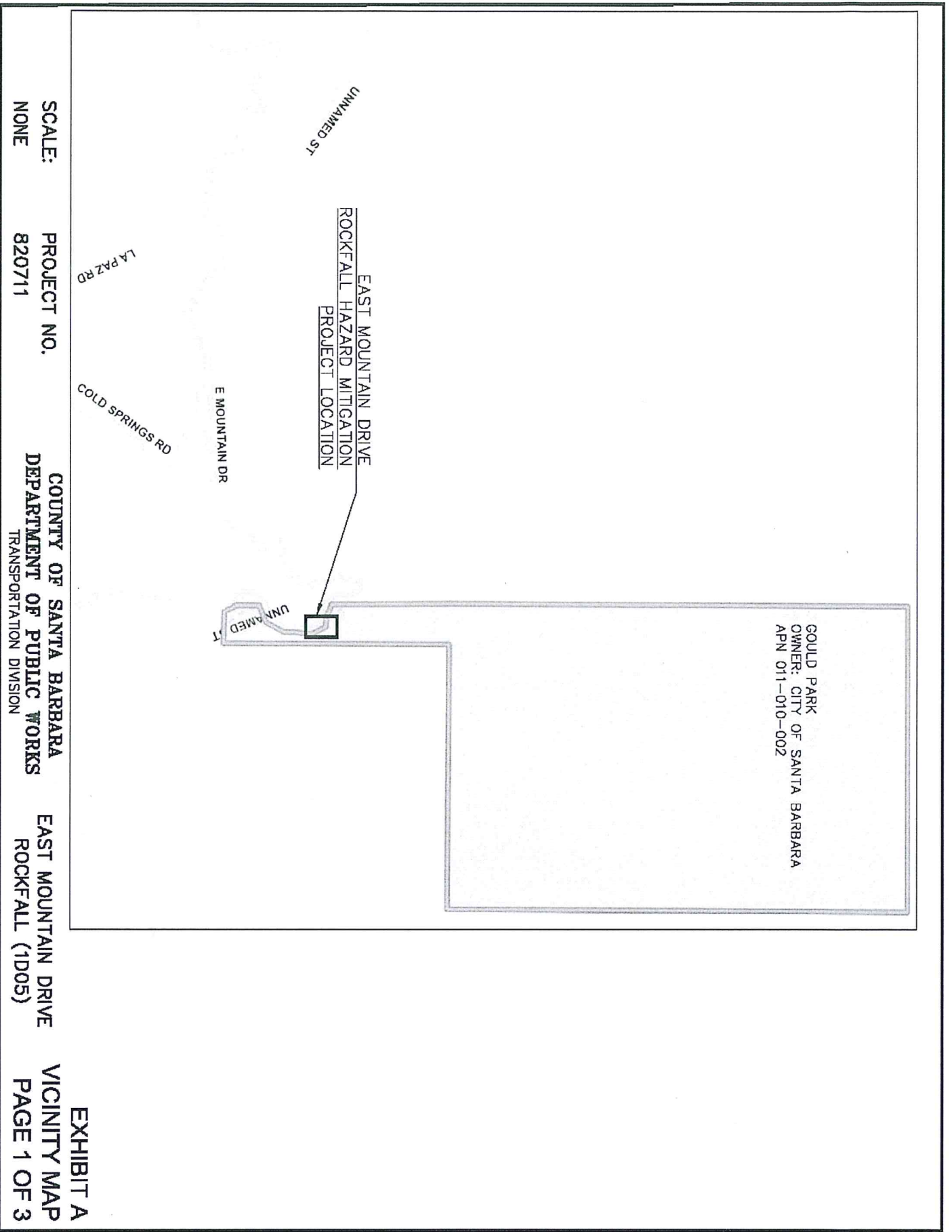


EXHIBIT A



SCALE:
NONE

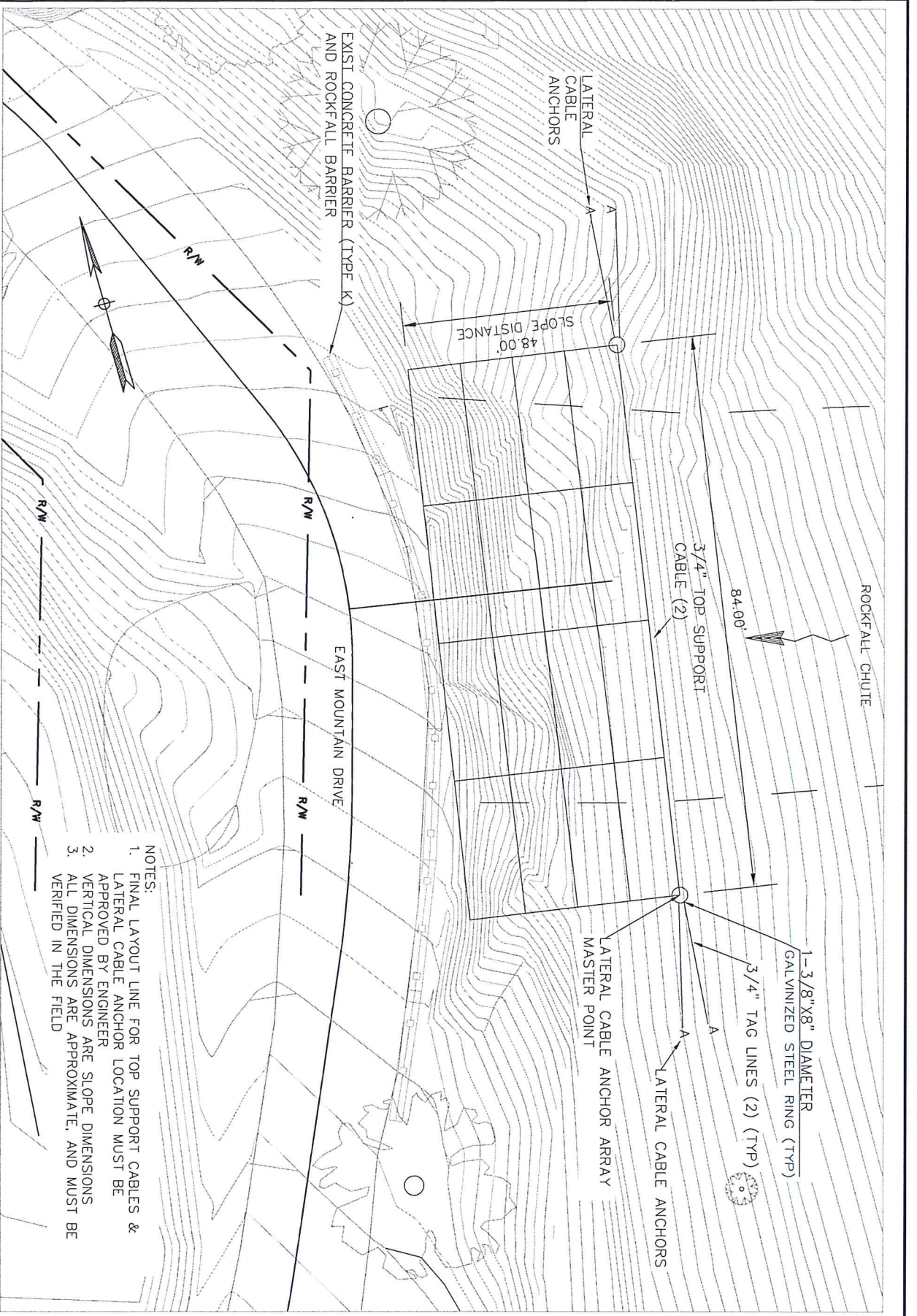
PROJECT NO.
820711

COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION DIVISION

EAST MOUNTAIN DRIVE
ROCKFALL (1D05)

EXHIBIT A
VICINITY MAP
PAGE 1 OF 3

EXHIBIT A



- NOTES:
1. FINAL LAYOUT LINE FOR TOP SUPPORT CABLES & LATERAL CABLE ANCHOR LOCATION MUST BE APPROVED BY ENGINEER
 2. VERTICAL DIMENSIONS ARE SLOPE DIMENSIONS
 3. ALL DIMENSIONS ARE APPROXIMATE, AND MUST BE VERIFIED IN THE FIELD

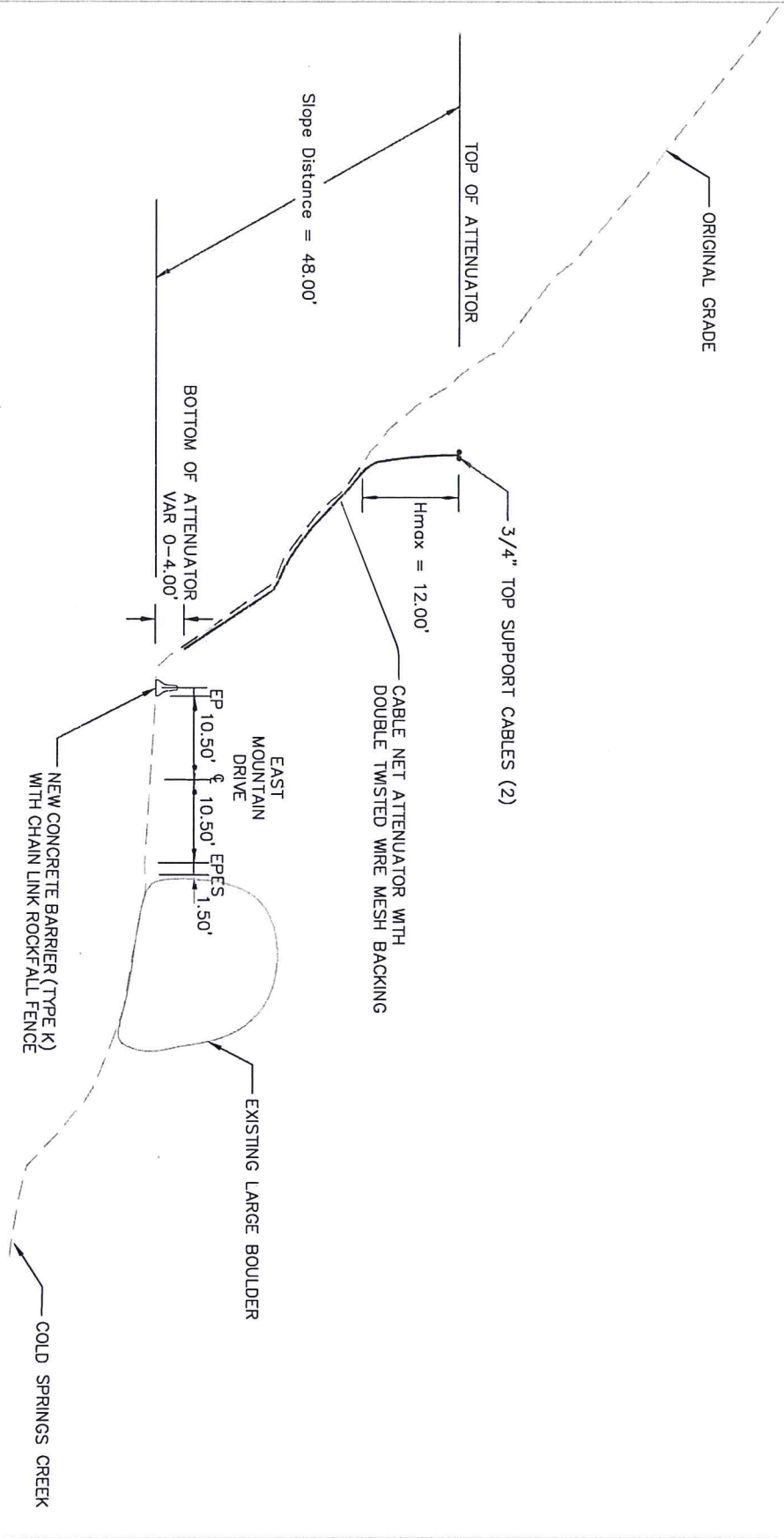
SCALE: 1" = 20'
PROJECT NO. 820711

COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION DIVISION

EAST MOUNTAIN DRIVE
ROCKFALL (1D05)
PAGE 2 OF 3

EXHIBIT A

EXHIBIT A



SCALE:
1" = 20'

PROJECT NO.
820711

COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION DIVISION
EAST MOUNTAIN DRIVE
ROCKFALL (1D05)
TYPICAL SECTION
PAGE 3 OF 3

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)
)
CITY OF SANTA BARBARA)

ss.

I, Allison Fore, Records Technician in and for the City of Santa Barbara, California, DO HEREBY CERTIFY that attached is a full, true and correct copy of City of Santa Barbara Ordinance No. 5852, adopted by the Council of the City of Santa Barbara at their regular meeting held on September 25, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of said City to be affixed this 24th day of October, 2018.



(SEAL)

A handwritten signature in blue ink, appearing to read "Allison Fore". The signature is written over a horizontal line.

Allison Fore
Records Technician

ORDINANCE NO. 5852

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA APPROVING A LICENSE AGREEMENT WITH THE COUNTY OF SANTA BARBARA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, FOR THE EAST MOUNTAIN DRIVE ROADWAY AND EMBANKMENT DAMAGE REPAIR PROJECT ABOVE EAST MOUNTAIN DRIVE, LOCATED OUTSIDE OF THE CITY LIMITS ON A PORTION OF CITY-OWNED PROPERTY KNOWN AS GOULD PARK, AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE LICENSE AGREEMENT

THE COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS FOLLOWS:

SECTION 1. A License Agreement to The County of Santa Barbara, a political subdivision of the State of California, for the purposes of access, construction and maintenance of a rock attenuator system and facilities for the East Mountain Drive Roadway and Embankment Repair Project above East Mountain Drive located on a portion of City owned property known as Gould Park (APN 011-010-002) is approved pursuant to the City Charter, and the City Administrator is authorized to execute the License Agreement.

SECTION 2. The Council finds the License Agreement for the East Mountain Drive Rockfall Hazard Mitigation Project to be compatible with and accessory to the park purposes to which Gould Park has been dedicated. The License Agreement authorizes the County of Santa Barbara to access Gould Park, for the installation and maintenance of improvements that will mitigate an eroding slope and rockfall hazard on the park property, protecting East Mountain Drive, City parkland, and its users.

SECTION 3. Upon the effective date of the ordinance, the City Clerk is authorized to transmit said License Agreement executed by the City Administrator to the Clerk of the Board, County of Santa Barbara, for its subsequent acceptance and execution, and recordation in the Official Records, in the Office of the County Recorder, Santa Barbara County.

SECTION 4. The effective date of said ordinance shall be subject to a thirty day referendum period following adoption by City Council.

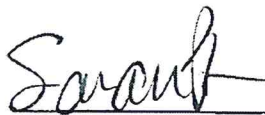
ORDINANCE NO. 5852

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA) ss.
)
CITY OF SANTA BARBARA)

I HEREBY CERTIFY that the foregoing ordinance was introduced on September 18, 2018, and was adopted by the Council of the City of Santa Barbara at a meeting held on September 25, 2018, by the following roll call vote:

- AYES: Councilmembers Jason Dominguez, Eric Friedman, Gregg Hart, Randy Rowse, Kristen W. Sneddon, Oscar Gutierrez; Mayor Cathy Murillo
- NOES: None
- ABSENT: None
- ABSTENTIONS: None

IN WITNESS WHEREOF, I have hereto set my hand and affixed the official seal of the City of Santa Barbara on September 26, 2018.



Sarah P. Gorman, CMC
City Clerk Services Manager



I HEREBY APPROVE the foregoing ordinance on September 26, 2018.



Cathy Murillo
Mayor

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA BARBARA

On 11-6-2018 before me, Russ Barker, a Deputy Clerk, personally appeared SUPERVISOR DAS WILLIAMS, CHAIR OF THE BOARD OF SUPERVISORS, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)