

RONALD REAGAN
GOV

State of California

GOVERNOR'S OFFICE
SACRAMENTO 95814

SEP 25 2 2

OFFICE
SECRETARY OF

September 18, 1972

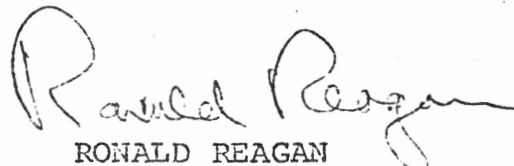
The Honorable Robert F. Froehlke
Secretary of the Army
Department of the Army
Washington, D. C. 20310

Dear Mr. Froehlke:

Thank you for your recent letter requesting that the State of California accept retrocession of jurisdiction of approximately 14.19 acres of land being acquired by the City of Lompoc from the United States. The land was formerly a portion of Camp Cook over which the Secretary of War accepted exclusive jurisdiction in January 1943.

The transfer of the 14.19 acres of land meets with the approval of the City of Lompoc. Therefore, I, Ronald Reagan, Governor of the State of California, by virtue of the power invested in me by Section 77.5 of the Streets and Highways Code, hereby accept the retrocession of exclusive jurisdiction by the United States to the State of California over the area described in the enclosed document No. DACA09-2-72-242 executed on August 21, 1971, by Gordon M. Hobbs, Acting Assistant for Real Property, by direction of the Assistant Secretary of the Army.

Sincerely,


RONALD REAGAN
Governor

Enclosure

EASEMENT FOR ROAD OR STREET
AND BRIDGE ACROSS THE SANTA YNEZ RIVER

No. DACA09-2-72-242

ON BRANCH U.S. DISCIPLINARY BARRACKS
SANTA BARBARA COUNTY, CALIFORNIA

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2668 hereby grants to and 6777 and Public Law 87-552 approved 23 October 1962 (76 Stat. 1129), hereby grants to the CITY OF LOS ANGELES, a body corporate and politic and existing under the laws of the State of California,

hereinafter designated as the grantee, an easement for a right-of-way for a road or street over, across, in, and upon lands of the United States described as follows:

UNIT L, a strip of land 104 feet wide situate in the County of Santa Barbara, State of California, being a portion of Lot 15 of the Rancho Mission de la Purissima as shown on map filed in Book 5, page 127 of Maps and Surveys, in the office of the Recorder of said County, containing a total of 14.12 acres, more or less, and more particularly described in legal description, File No. 350-K-16 dated 12 May 1971, marked

~~as shown in red on Exhibit~~ B, attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following provisions and conditions:
as defined in California Streets and Highways Code Section 27

1. The construction, use, and maintenance of said road or street including culverts and other drainage facilities, shall be performed without cost or expense to the United States, under the general supervision and subject to the approval of the officer having immediate jurisdiction over said premises, said officer being the District Engineer, U. S. Army Engineer District, Los Angeles, Corps of Engineers, P.O. Box 2711, Los Angeles, California 90053.

2. The grantee shall at all times maintain said road or street in good condition and shall promptly make all repairs thereto needed to preserve a smooth-surface highway.

3. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement the grantee shall, if so required by said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

4. The use and occupation of said lands of the United States for the purposes authorized by this instrument shall be subject to such rules and regulations as the said officer may prescribe from time to time in order to properly protect the interests of the United States.

5. The United States shall in no case be liable for any damages or injuries to the said road or street which may be caused by or result from any operations undertaken by the Government, and no claim or right to compensation shall accrue from such damages or injuries.

herein authorizes the roads and streets on said lands as the Chief of Engineers may from time to time consider necessary, and also reserves to itself rights-of-way for all purposes across, over, and/or under the right-of-way hereby granted; provided, however, that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of said right-of-way for highway purposes.

7. It is to be understood that this instrument is effective only insofar as the rights of the United States in the property over which the said road or street is to be extended are concerned, and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

8. All or any part of such right-of-way herein granted may be terminated by the Secretary of the Army for failure to comply with any or all of the terms or conditions of this grant, or for non-use for a two-year period or abandonment of rights granted herein. Termination shall be by written notice to grantee, its successors, or assigns. The termination shall be effective as of date of notice.

9. It is understood that the provisions of Conditions Nos. 1 and 5, supra, shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the road or street described herein.

10. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims.

11. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said road or street.

14. That prior to execution of this easement, conditions were revised and added in the following manner:

Deleted: Condition No. 5

Revised: Granting clause and Conditions Nos. 1, 3, and 10

Added: Conditions Nos. 12 through 14. Conditions Nos.

12 and 13 are contained on Exhibit A, attached

hereto and made a part hereof.

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this
day of 19

12. That in connection with grant of this easement, and as authorized by Act of Congress approved 23 October 1962 (40 U.S.C. 319), the Secretary of the Army, by separate instrument, is relinquishing such jurisdiction as he deems desirable over the easement area, to take effect upon acceptance thereof by the State of California, in such manner as its laws may provide.

13. That the grantee shall not discriminate against any person or persons because of race, creed, color, or national origin in the conduct of operations on the premises.

City of Lompoc
Branch U.S. Disciplinary Barracks
Easement No. DACA09-2-72-242

EXHIBIT A

