

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
1807 13th Street
Sacramento, CA 95814
Attn: Legal Unit
Telephone: (916) 322-2277

STATE OF CALIFORNIA-OFFICIAL
BUSINESS - Document entitled
to free recordation Pursuant
to Government Code Section 27383

94-082081

A.R.

.00

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
10:32am 10-May-94

SCGC

CC 10

ACCEPTANCE OF RETROCESSION OF LEGISLATIVE JURISDICTION

Streets & Highways Code 77.5

Whereas the United States, acting buy and through the Department of the Navy, by letter dated 12 November, 1993, has requested that the State of California accept a retrocession of all legislative jurisdiction over Easement N6247489RP00Q16 described in Exhibit A hereto. Said Easement was granted to the County of Ventura for a defense access road over a portion of land at the Naval Construction Battalion Center, Port Hueneme, California on August 15, 1989 and recorded in the Office of the County Recorder for Ventura County as Document Number 89-134011 on August 24, 1989; and

Whereas the California Streets and Highways Code Section 77.5 authorizes the Governor of the State of California to accept such a retrocession;

Now, Therefore, I, Pete Wilson, Governor of the State of California, by virtue of the power vested in me by Section 77.5 of the Streets and Highways Code, hereby accept the retrocession of all legislative jurisdiction over Easement N6247489RP00Q16 as more particularly described in Exhibit A hereto.



GOVERNOR
STATE OF CALIFORNIA

Date: 19 April 1994

ALL-PURPOSE ACKNOWLEDGMENT

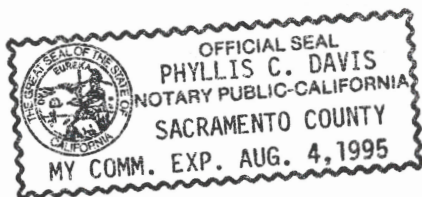
NO 209

State of CALIFORNIA
County of SACRAMENTO }

On 4-19-94 before me, PHYLLIS C. DAVIS, NOTARY PUBLIC,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared PETE WILSON
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ 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.



Witness my hand and official seal.

Phyllis C. Davis
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S)
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
- ☒ OTHER:

GOVERNOR

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

Orig. Copy
cc Mch. 13

DEPARTMENT OF THE NAVY

WESTERN DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
900 COMMODORE DRIVE
SAN BRUNO, CALIFORNIA 94066-2402

IN REPLY REFER TO:

11011
2411JA/S90-123
NCBC Port Hueneme
12 NOV 1993

The Honorable Pete Wilson
Governor of California
State Capitol
Sacramento, CA 95814

Dear Governor Wilson:

On August 15, 1989 the United States of America granted an easement to the County of Ventura for a Defense Access Road over a portion of land at the Naval Construction Battalion Center, Port Hueneme, California. A copy of the Grant of Easement is enclosed for your reference.

Retrocession of legislative jurisdiction is desirable because all of the area described is public highway and regulation of access to the area and of vehicle operation and conduct within the area is most appropriately accomplished by enforcement of California state and local laws and regulations by state and local law enforcement agencies.

Pursuant to Section 77.5 of the California Streets and Highways Code, the United States of America hereby retrocedes to the State of California all legislative jurisdiction over that parcel of land in Ventura County, California, as described under a Grant of Easement from the United States of America to the County of Ventura, dated August 15, 1989 and recorded August 24, 1989 as Document Number 89-134011 in the official records of Ventura County, California.

This retrocession is made under the authority given the Secretary of the Navy by Section 2683 of Title 10, United States Code, which authority has been delegated to me, as Commander, Western Division, Naval Facilities Engineering Command.

Your immediate acceptance of this retrocession would be very much appreciated.

Sincerely,

A handwritten signature in dark ink, appearing to read "T. M. Dillon", is written over the typed name.

T. M. DILLON
CAPTAIN, CEC, USN
COMMANDER

Encl:

(1) Grant of Easement N6247489RP00Q16

87-134011
89-134011
Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
10:20am 24-Aug-88

Rec Fee .00
Total .00

FJ 12

Recorded at request of and
Return to Public Works Agency
Real Property Services
Doc: 11045

M6247489RP00016

GRANT OF EASEMENT

THIS INDENTURE, made the 15th day of August, 19 89 between the United States of America, herein called the GOVERNMENT, acting through the Department of the Navy, and the County of Ventura, California, herein called the GRANTEE.

WHEREAS, the GOVERNMENT owns that certain real property identified as the Naval Construction Battalion Center, Port Hueneme, California, herein called the Station; and

WHEREAS, the GRANTEE has requested an easement for the construction, installation, operation, maintenance, repair, and replacement of a Defense Access Road over that portion of the Station hereinafter described; and

WHEREAS, the Secretary of the Navy has found that the grant of such easement on the terms and conditions hereinafter stated is not incompatible with the public interest;

NOW THEREFORE, this indenture witnesseth that, for valuable consideration, receipt of which is hereby acknowledged, the GOVERNMENT hereby grants to the said GRANTEE and its successors and assigns, in perpetuity, an easement for the construction, installation, operation, maintenance, repair, and replacement of a Defense Access Road, herein called the Road, such easement being over that portion of the Station hereinafter called the Premises as described on Exhibit "A", attached hereto and made part hereof and as shown on a map marked Exhibit "B", attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following terms and conditions:

1. All work in connection with the construction, installation, operation, repair, and replacement of the Road shall be done without cost or expense to the GOVERNMENT, and in accordance with plans previously approved by the Commander of the Western Division, Naval Facilities Engineering Command.
2. The GRANTEE shall maintain the Premises and the Road in good condition at all times, and shall promptly make all repairs thereto that may be necessary for the preservation of the condition of the Premises and the continued operation and maintenance of the Road.
3. The GRANTEE'S rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the GOVERNMENT to assure that the exercise of such rights will not interfere with GOVERNMENT activities at the Station.

11/23/88 - 200 to Clerk of E.S.

200

4. The GOVERNMENT reserves the right to make such connections between the Road herein authorized and other roads on the Station as the Government may consider necessary, and also reserves to itself rights-of-way for all purposes on, under, over or across the right-of-way herein granted; provided, however, that such reserved rights-of-way shall be used in a manner that will not unreasonably interfere with the use and enjoyment by the GRANTEE of the easement rights granted herein.

5. All or any part of this easement may be terminated upon failure by the GRANTEE to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon nonuse of such rights for a period of two consecutive years.

6. The GOVERNMENT agrees to complete all work covered by the Memorandum of Agreement (MOA) between the GOVERNMENT and the GRANTEE, marked Exhibit "C" attached hereto and made a part hereof, within two (2) years of the effective date of the MOA without cost or expense to the GRANTEE subject to appropriations.

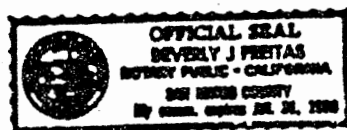
IN WITNESS WHEREOF, the GOVERNMENT, acting through the Department of the Navy, has caused this instrument to be executed the day and year written first above.

UNITED STATES OF AMERICA

By Charles J. Williams
 CHARLES J. WILLIAMS
 Director, Real Estate Division
 Real Estate Contracting Officer
 Western Division
 Naval Facilities Engineering Command
 United States of America
 Department of the Navy

State of California)
)SS
 County of San Mateo)

On this 15th day of August in the year 1989, before me, BEVERLY J. FREITAS, a Notary Public of the State of California, personally appeared CHARLES J. WILLIAMS, known to me to be the Director, Real Estate Division, Real Estate Contracting Officer, of the Western Division, Naval Facilities Engineering Command, United States Department of the Navy, and known to me to be the person who executed the within instrument on behalf of the United States of America, and acknowledged to me that the United States of America executed the same.



Beverly J. Freitas
 Notary Public of the
 State of California

COUNTY OF VENTURA

CERTIFICATE OF ACCEPTANCE OF DEED OR GRANT

This is to certify that the interest in real property conveyed by the deed or grant dated August 15 1989 from United States of America to the County of Ventura, is hereby accepted by the undersigned officer on behalf of the County of Ventura, pursuant to authority conferred by resolution of the Board of Supervisors on May 3, 1970, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: August 22, 1989By Susan K. Lacey
Chair, Board of Supervisors
Authorized Officer

July 17, 1989

N6247489RP00Q16

LEGAL DESCRIPTION

That portion of Lot 24 of the Patterson Ranch Subdivision, in the City of Port Huene, County of Ventura, State of California, as shown on the map recorded in the office of the County Recorder of said County in Book 8, Page 1 of Miscellaneous Records, described as follows:

Beginning at a point in the east line of West Road (now abandoned), 40.00 feet wide, as shown on said map, distant South $1^{\circ}08'20''$ West 1328.44 feet along said east line from the intersection of said east line with the south line of Oxnard Road, 40.00 feet wide, as shown on said map; thence, along said east line,

- 1st: South $1^{\circ}08'20''$ West 1143.33 feet; thence,
- 2nd: South $88^{\circ}51'40''$ East 120.00 feet to a line parallel with and distant easterly 120.00 feet from said east line; thence, along said parallel line,
- 3rd: North $1^{\circ}08'20''$ East 684.50 feet; thence,
- 4th: North $13^{\circ}31'04''$ West 474.26 feet to the point of beginning.

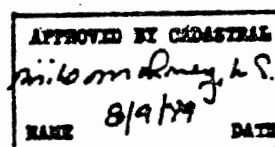


EXHIBIT "A"

MEMORANDUM OF AGREEMENT
VICTORIA GATE PROJECT
NAVAL CONSTRUCTION BATTALION CENTER, PORT HUENEME

M6247489RP00016

This Memorandum of Agreement is entered into this 30th day of June, 1989, by and between the Department of the Navy (hereinafter called NAVY) and the Director of the General Services Agency, County of Ventura (hereinafter called COUNTY).

Whereas, NAVY and the COUNTY both want the Victoria Gate project completed and NAVY has agreed to provide the land, COUNTY has agreed to do the work, and the Defense Access Road Fund is providing the funding for the project; and

Whereas, contamination has been found on the site, whose clean-up prior to construction would cause the construction funds to expire, and

Whereas, NAVY and COUNTY wish to provide for the protection of highway construction workers, prevention of spreading the contamination, and cleaning up the contaminated soil in the permanent easement described in the drawing labeled Exhibit "A" attached hereto and made part hereof to be granted to the COUNTY by the NAVY for the construction of the Victoria Gate.

Now, therefore NAVY and COUNTY staff agree to pursue the Victoria Gate project as follows:

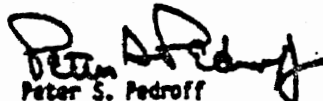
1. In order to prevent exposure of highway construction workers to contaminated vapors, removal of vegetation in the contaminated area of the easement will be accomplished by NAVY prior to the beginning of construction.
2. To protect the safety of the highway construction workers to prevent the spread of the contamination, COUNTY will insure that:
 - a. Excavation of original soil in the contaminated area will not occur during construction.
 - b. An impermeable barrier will cover the surface of the contaminated area.
 - c. A minimum of one foot of fill will be placed over the contaminated area.
3. NAVY is responsible for the cleanup of all the soil contamination and potential groundwater contamination in the proposed permanent easement area for the Victoria Gate project. NAVY will:
 - a. Submit to the COUNTY for approval a workplan to complete the contamination assessment.
 - b. Complete the approved contamination assessment.
 - c. Submit to the COUNTY for approval a cleanup proposal.
 - d. Complete the cleanup as approved.
4. Any cost for the cleanup, including remediation required in the proposed easement, will be paid for out NAVY funds and will not be the responsibility of COUNTY, the city of Oxnard, the city of Port Huene, or CALTRANS.

EXHIBIT "C"

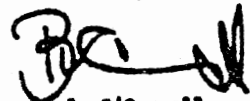
N6247489RP00016

This Memorandum of Agreement shall be effective on 30 June, 1967
and will remain in effect until the permanent easement for the Victoria Gate
is accepted as clean by COUNTY.

FOR THE COUNTY OF VENTURA


Peter S. Pedroff
Director
General Services Agency
County of Ventura

FOR THE DEPARTMENT OF THE NAVY


S. J. O'Connell
Captain, Civil Engineer Corps
United States Navy
Commanding Officer