

B-135
to
V-135
B-135
12785A G R E E M E N T

WHEREAS, by deed dated March 19th,, 1956, the BERYLWOOD INVESTMENT COMPANY granted to the COUNTY OF VENTURA, California, certain real property described in said deed, and

WHEREAS, in said deed the BERYLWOOD INVESTMENT COMPANY reserved to itself a one-half undivided interest in the oil and other mineral substances lying below 500 feet from the surface of said real property, and

WHEREAS, it is the intention of the BERYLWOOD INVESTMENT COMPANY that the real property so granted to the COUNTY OF VENTURA shall be used as the site of and for the construction of a small boat harbor, and

WHEREAS, it is the intention of the BERYLWOOD INVESTMENT COMPANY and the COUNTY OF VENTURA that any oil or other minerals should be extracted from said real property only under terms and conditions agreeable to both parties,

NOW, THEREFORE, the BERYLWOOD INVESTMENT COMPANY, a corporation, P. O. Box 1, Somis, California, hereafter referred to as Company, and the COUNTY OF VENTURA, California, hereafter referred to as County, agree as follows:

1. The terms, conditions and restrictions contained in this agreement are applicable to that real property granted by Company to County by deed dated March 19th, 1956, which deed is attached hereto and made a part hereof and referred to hereafter as "said deed".

2. It is the understanding of the parties from Government Document No. 362, passed and adopted by the 83rd Congress, that the United States of America intends to engage in a beach

4

erosion control project to be located near Hollywood-by-the-Sea, Ventura County, California. It is further understood by the parties that this project includes the construction of an outer breakwater, two jetties, and the excavation of an inner harbor for light draft vessels, all to be done at the cost of the United States. It is contemplated by the parties hereto that the County will assist in the carrying out and completion of this project by furnishing land, rights of way, access road, relocation of utilities, berthing facilities, sites for canneries and such funds and other services as may be deemed necessary, so that by the combined efforts of the United States and the County there may be located in the County a small boat harbor for the recreational and industrial advancement of the residents of the County. It is also understood by the parties that the County is engaged in a survey and study of the site and necessary construction for the proposed small boat harbor in order to determine the extent of the County's participation needed to complete the project.

3. By said deed Company granted to County approximately 112 acres of land within which a large portion of the inner basin of the proposed harbor is to be located. It is the intention of the parties hereto that said real property will be used for the site and construction of the above described small boat harbor project. Therefore, it is agreed that said real property is granted by Company to County upon the following conditions:

In the event the United States does not commence construction of said project by June 30, 1959, or in the event County is unable or fails by June 30, 1959 to contribute or furnish its share of said project determined by the United

States to be necessary to commence construction by that date, then Company shall have the right to enter and take possession of said real property, and County agrees to execute a conveyance of said real property to Company upon demand for such conveyance by Company.

4. In regard to the extraction of oils and minerals from said real property, the parties hereto agree that neither party shall lease, assign, or otherwise convey or dispose of any interest in the oil, hydrocarbons, petroleum, or other mineral substances in said real property unless consent thereto in writing has first been obtained from the other party.

5. Any right which the Company may possess to use the surface of said real property for the purpose of extracting oil, hydrocarbons, petroleum and other mineral substances is limited as follows: No drilling or excavating or work of any kind and no structure of any kind shall be initiated, carried on or constructed except in the manner and in the location to be agreed upon in the future by the parties hereto; but in no event shall any activity or structure related to the extraction of oil and minerals from said real property be located or conducted in any manner whatsoever which will or does destroy, depreciate, mar, offend or otherwise injure or interfere unreasonably with the public use of such real property as a small boat harbor for recreational or industrial purposes.

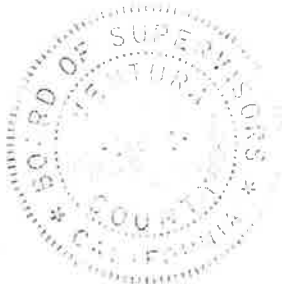
DATED this 19th day of March, 1956.



BERYLWOOD INVESTMENT COMPANY, a Corporation

By Richard Bard
 Title: Vice-Pres. & Gen. Mgr.

By [Signature]
 Title: Secretary



COUNTY OF VENTURA

By L. A. Price
Chairman
Board of Supervisors, County of Ventura
State of California

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.

On March 19th, 1956, before me Velma Nicholson
Velma Nicholson, a notary public in and for said county and
state, personally appeared Richard Bard and
Archie Bard, known to me to be the
Vice-Pres. & Gen. Mgr. and Secretary, respectively,
of BERYLWOOD INVESTMENT COMPANY, a Corporation, and they acknowledged to
me that said BERYLWOOD INVESTMENT COMPANY, a Corporation, executed the
within instrument.

Velma Nicholson
Notary Public in and for said County
and State.

My Commission Expires May 23, 1958

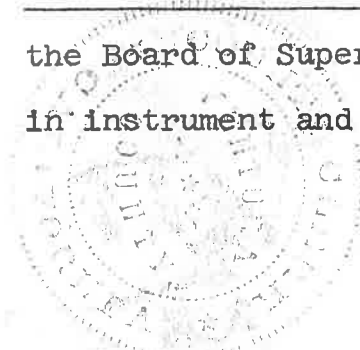


STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.

On this 20th day of March, 1956, before me,
L. E. Hallowell, Clerk of the County of Ventura, personally appeared
L. A. PRICE known to me to be the Chairman of
the Board of Supervisors of the County of Ventura that executed the with-
in instrument and acknowledged to me that such county executed the same.

L. E. HALLOWELL, Clerk

By Shirley Weeks
Deputy



BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA

TUESDAY, MARCH 20, 1956, AT 9:00 O'CLOCK A. M.

PRESENT: SUPERVISORS L. A. PRICE, CHAIRMAN, PRESIDING
A. C. AX, JOSEPH N. APPLETON, C. H. ANDREWS AND EDWIN L. CARTY
L. E. HALLOWELL, CLERK; BY SHIRLEY WEEKS, DEPUTY

+ + + + + + + + + + +

404.2

AUTHORIZING CHAIRMAN TO SIGN AGREEMENT WITH
BERYLWOOD INVESTMENT CO. RE SMALL BOAT HARBOR

Duplicate counterparts of an agreement, dated the 19th day of March, 1956, by and between the County of Ventura and Berylwood Investment Company, in connection with the proposed small boat harbor, Port Huemene, are presented to the Board, and it appearing to the Board that said agreement has been approved by the District Attorney as to form and substance, upon motion of Supervisor Appleton, seconded by Supervisor Andrews, and duly carried, it is ordered that said agreement be, and the same is hereby, approved, and that the agreement be signed by the Chairman for and on behalf of the County of Ventura, and the Clerk attest the same and affix thereto the Seal of the Board.

12785

RECORDED AT REQUEST OF
BOARD OF SUPERVISORS
AT 45 MIN. PAST 3 P. M.
OFFICIAL RECORDS VENTURA COUNTY

MAR 23 1956

BOOK 1390 PAGE 355

John A. L... RECORDED
FEES \$ *none* FOLIO

Ret 15

COMPARED

INDEXED

BOARD OF SUPERVISORS

+ + + + + + + + + + +

STATE OF CALIFORNIA) I, L. E. HALLOWELL, County
COUNTY OF VENTURA) ss. Clerk and ex-officio Clerk
of the Board of Supervisors
of the County of Ventura, State of California, hereby certify the above and foregoing to be a true and correct copy of an excerpt from the minutes of said Board for the meeting of the date first above indicated. In witness whereof, I have hereunto set my hand and caused the seal of said Board to be affixed this 20th day of March, 19 56.

L. E. HALLOWELL, Clerk; By *Shirley Weeks*, Deputy.

RECEIVED COPIES

Richard Bard

Public Works

File (2)

Item 48A,

3/20/56