

MINUTE ITEM

24

BLA 129

W 30066

Sanders

Stevenson

Stevens

AUTHORIZE EXECUTIVE OFFICER TO EXECUTE A  
MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PORT HUENEME  
REGARDING THE BUBBLING SPRINGS RIPARIAN PARKWAY AND  
A PARCEL OF LAND SUBJECT TO A PUBLIC RECREATIONAL EASEMENT;  
PORT HUENEME, VENTURA COUNTY

Mr. Thomas Figg, Director of Community Development for the city of Port Hueneme, asked that the Memorandum of Understanding be withdrawn from the Calendar so that the city can proceed to prepare an Environmental Impact Report.

Commissioners voted 2-0 to allow Item to be withdrawn.

Attachment: Calendar Item 24

A 36

S 18

CALENDAR PAGE	_____
MINUTE PAGE	1217

CALENDAR ITEM

A 36

24

S 18

04/02/91  
BLA 129  
W 30066  
Sanders  
Stevenson  
Stevens

AUTHORIZE EXECUTIVE OFFICER TO EXECUTE A  
MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PORT HUENEME  
REGARDING THE BUBBLING SPRINGS RIPARIAN PARKWAY AND  
A PARCEL OF LAND SUBJECT TO A PUBLIC RECREATIONAL EASEMENT;  
PORT HUENEME, VENTURA COUNTY

**BACKGROUND**

In 1972, the State Lands Commission (SLC) entered a Boundary Line Agreement (BLA) with the City of Port Hueneme (City) and a private party to settle title to tide and submerged lands within the City. The location map of Port Hueneme is shown in Exhibit "A" to this calendar item.

The BLA set the ordinary high water mark along the Pacific Ocean for the lands described in the Agreement. The Agreement specifies that land lying landward of the boundary line is owned by the City free of sovereign fee title claims, and that the beach property waterward of that line was confirmed in State ownership. The State's open beach area is currently leased to the City of Port Hueneme by the Commission (Lease PRC 4661) and the area is maintained, at City expense, for public use.

In addition to setting the ordinary high water mark, the BLA provides that certain land confirmed as proprietary City property is subject to a "public recreational easement". This easement protects the right of the public to use the property for specified recreational purposes, for example, sunbathing, picnicking, playing sports and games, etc. Under the BLA, the recreational easement is owned by the City on behalf of the general public. The BLA further provides that the easement may be terminated or relocated only with the consent of the State Lands Commission.

The City has advised Commission staff that it would like to consider the use of a ten-acre portion of the property subject to this easement as a visitor-serving recreational vehicle (RV) resort. The City further proposes to prepare an Environmental Impact Report (EIR) which will analyze the potential significant

-1-

(ADDED PAGES 135 - 135.26 4/2/91)

CALENDAR PAGE	135
MINUTE PAGE	1218

CALENDAR ITEM NO. 24 (CONT'D)

impacts of the project and subsequently amend its approved Local Coastal Plan (LCP) to permit such land use. Coastal Commission consideration of this matter will also be required.

Public participation in the City's consideration of the project will occur at a minimum of three occasions: (1) during the preparation, review, and certification of the required EIR; (2) at the City Council's consideration of the required LCP amendment; and (3) during the Coastal Commission's consideration of the City's proposed LCP amendments.

It is the position of Commission staff that an RV park is not a use consistent with the terms of the recreational easement which presently exists in the subject property. The staffs of the City and the State Lands Commission have negotiated a Memorandum of Understanding (MOU) which will consent to the relocation of the recreational easement from the area of the proposed RV park to an actively used parkway leading from the City's center to the beach (see Exhibit "B"). The MOU also establishes a source of funding for continued operation and improvement of public beach facilities within the coastal zone and the extension and permanent dedication of the parkway for passive and active public recreational use.

The MOU, in its entirety, is designated as Exhibit "C" to this calendar item. Its basic terms are:

1. The MOU will become operative only if the Coastal Commission amends the City's LCP, an action which will be preceded by an Environmental Impact Report.
2. The State will release its interest in a public recreational easement in the area of the proposed RV park (Exhibit "B") so that development may be considered there if permitted by an amendment to the Local Coastal Plan to be considered by the City and by the California Coastal Commission.
3. The City will establish a public recreational easement over the Bubbling Springs Riparian Parkway which presently leads from the City center almost to the beach park now operated by the City. The Bubbling Springs Riparian Parkway is also shown for reference in Exhibit "B" to this calendar item.
4. Should development be approved, revenues from the operation of the RV park will be used for the maintenance and improvement of the beach, the Bubbling Springs Riparian Parkway, and other specified recreational facilities within

CALENDAR ITEM NO. 24 (CONT'D)

the coastal zone. The State will have audit powers to monitor expenditures.

5. The State will retain oversight powers as to the operation of the RV park, particularly regarding the restrictions applied to the length of stay.
6. The State will retain approval and oversight powers regarding the landscaping used in extensions of the Bubbling Springs Riparian Parkway around the RV park and to the beach.

The staff of the Commission and Commissioners have received a large number of letters predominantly voicing opposition to the MOU and the potential use of the affected area. Letters of opposition come primarily from residents and owners of residential housing adjacent or in close proximity to the affected parcel (see Exhibit "D" for characterization of occupants); letters in support come from other citizens of Port Hueneme, organizations (VFW, RV groups-Good Sam, for example), and local business interests.

On Monday, March 25, 1991, staff conducted a noticed public workshop in the City of Port Hueneme to receive information and comments on the proposed MOU. An area representative of the Coastal Commission also joined staff in the afternoon session of the workshop. The workshop was divided into two sessions, one from approximately 2:30 p.m. to 5 p.m. and the second from 6:30 p.m. to approximately 8:45 p.m. The workshop was well attended. One hundred fifty-eight (158) individuals filled out the Commission's Attendance Record forms. Of those submitting forms, eighty (80) indicated by testimony or notation that they were opposed to the MOU and the City's proposal for an RV recreational resort, seventy (70) indicated by testimony or notation that they were in support of the MOU and the City's proposal, and eight (8) did not indicate a position on their form.

Those speaking in opposition included residents and owners of residential housing adjacent or in close proximity to the affected site and organizations which included The League of Women Voters and the Sespe Group of the Los Padres Chapter of the Sierra Club. Speaking in favor were other citizens of Port Hueneme and organizations (VFW, American Legion, Chamber of Commerce, RV organizations and clubs, City Police Association), and local business interests.

CALENDAR ITEM NO. 24 (CONT'D)

The predominant points made in support of the proposed MOU were as follows:

1. The proposed MOU cooperatively resolves differences between the State and City regarding what uses are allowed under the 1972 BLA for the subject site. The wording and processes set forth in the MOU are consistent with the provisions of the BLA.
2. The approval of the MOU is not an approval of the proposed RV park. The MOU creates a systematic process by which RV park use will be openly and completely considered by the City and the Coastal Commission. A full environmental analysis will be done prior to the City's considerations.
3. If ultimately approved, the RV park will be a major source of additional revenue which will be used to maintain and to enhance the public beach facilities in Port Hueneme. The amount of funds generated are projected to be approximately \$400,000 per year. The MOU earmarks these monies for recreational purposes. Projecting into the future, City coffers will be inadequate to meet this need.
4. RV facilities are an important public recreational asset enjoyed by hundreds of thousands of people. They are well operated, principally used by senior citizens and do not negatively impact the communities in which they are found.
5. The existing beach and parking lot are under utilized. An RV park here would open this beach to wider use and enjoyment, not simply confined to local residents.

The predominant points made in opposition to the proposed MOU were:

1. The proposed RV park site has long been designated on City plans as an area for passive public recreation, not an RV park. Values were established and properties purchased in reliance upon this. An RV park is inappropriate so near residential structures and will lower property values and hence tax revenues to operate government.
2. Protection of this property, as open space, is more important than trying to make revenue from it. The least tern, an endangered species, forages on the site. This

CALENDAR ITEM NO. 24 (CONT'D)

property provides an important buffer between residences and the open beach. An RV park would cause environmental harm because of heavy traffic, pets running loose in sensitive areas, and noise.

3. An RV park at this site does not expand recreational opportunities; it narrows them to those with an RV. Only two accessways along the sides of the park would remain.
4. It is doubtful that an RV park here would generate significant revenue for the City. Occupancy rates of other parks are not at the figures projected by the City here. Other City projects have not been well run.
5. The State Lands Commission gains nothing should it enter this MOU. Bubbling Springs parkway and the public beach are vital to the City and will always be maintained. Enhancement of the beach is being done without the MOU.
6. This MOU would inject the State Lands Commission unnecessarily into a matter of great controversy.
7. Disapproval of this MOU would save the City the cost of an EIR since the project could not proceed without the State Lands Commission.
8. This MOU is subject to substantial legal questions. The 1972 BLA had another party which is not included in this MOU. An RV park is not enumerated as a recreational use in the 1972 agreement.

This MOU has been reviewed by Commission staff and the Office of the Attorney General as to both legal and policy effects. The execution of the MOU is recommended for several reasons: (1) It allows the City and its citizens to consider the uses to which a parcel of land in City ownership is to be put; (2) it maintains the position of the State as to uses of property subject to a public recreational easement; (3) it establishes, in perpetuity, a public recreational easement which limits the activities on the Bubbling Springs Riparian Parkway, a vital part of the City's recreation program; (4) it establishes a new source of funding which is to be used for continued public beach operation and expansion; and (5) it assures that public access to the beach will be preserved from the interior of the City and around the RV park and that the State will retain the needed management oversight of the RV park.



CALENDAR ITEM NO. 24 (CONT'D)

AB 884:  
N/A

OTHER PERTINENT INFORMATION:

1. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (14 Cal. Code Regs. 15061), the staff has determined that this activity is exempt from the requirements of the CEQA as a statutorily exempt project. The project is exempt because it involves settlements of title and boundary problems. Authority: P.R.C. 21080.11.

EXHIBITS:

- A. Location Map
- B. Site Map
- C. Memorandum of Understanding
- D. Characterization of Residential Housing Occupants

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT THE ACTIVITY IS EXEMPT FROM THE REQUIREMENTS OF THE CEQA PURSUANT TO 14. CAL. CODE REGS. 15061 AS A STATUTORILY EXEMPT PROJECT PURSUANT TO P.R.C. 21080.11, SETTLEMENT OF TITLE AND BOUNDARY PROBLEMS.
2. AUTHORIZE THE EXECUTIVE OFFICER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING (MOU) SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT "C" TO THIS CALENDAR ITEM AND TO RECORD THE MOU IN THE OFFICE OF THE VENTURA COUNTY RECORDER.
3. AUTHORIZE THE OFFICE OF THE ATTORNEY GENERAL TO TAKE ALL NECESSARY ACTION, INCLUDING THE FILING OF LITIGATION, TO ESTABLISH AND TO ENFORCE THE LEGAL VALIDITY OF THIS MOU.

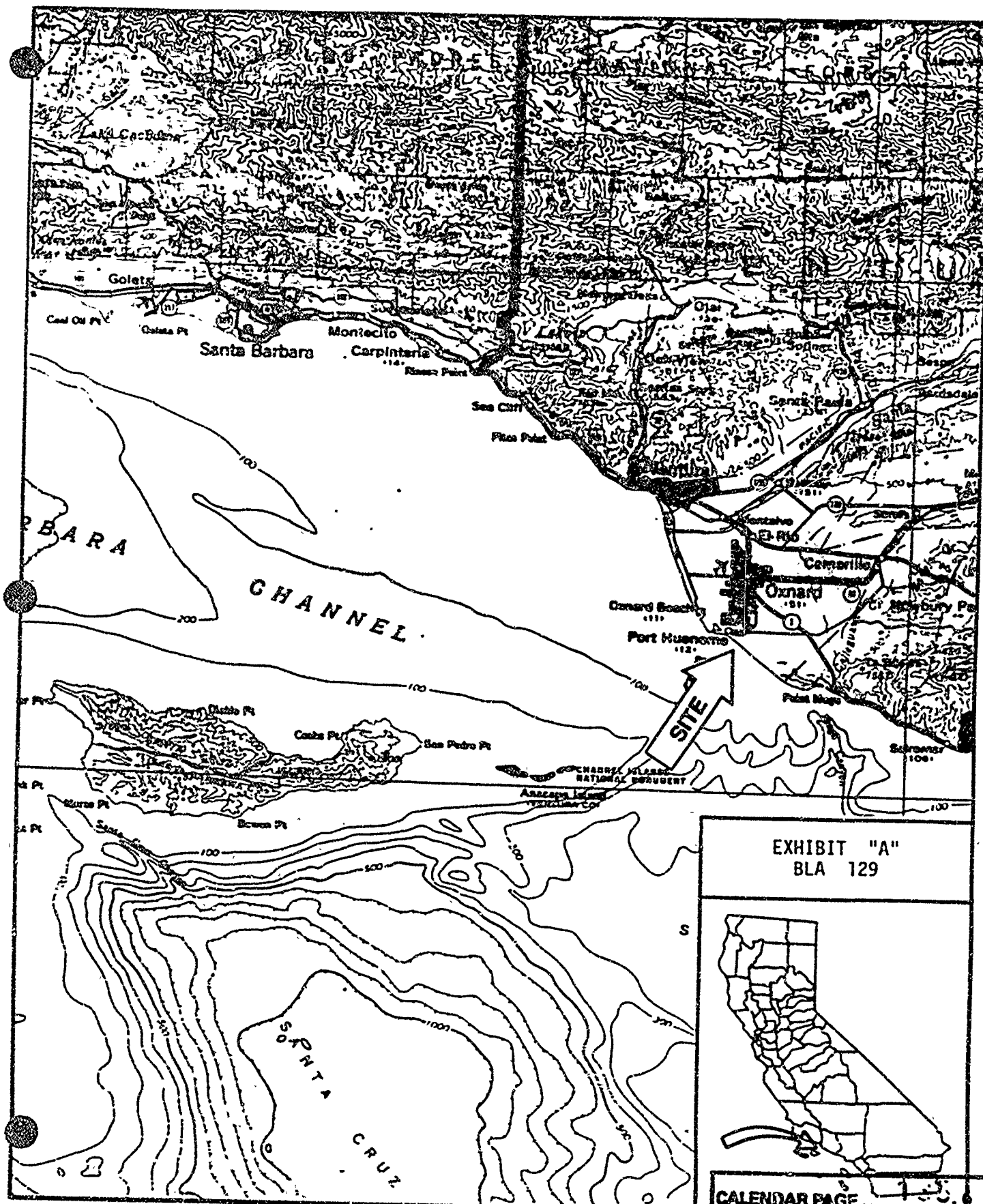


EXHIBIT "A"  
BLA 129



CALENDAR PAGE 1221

MINUTE PAGE 1221



# EXHIBIT "B"

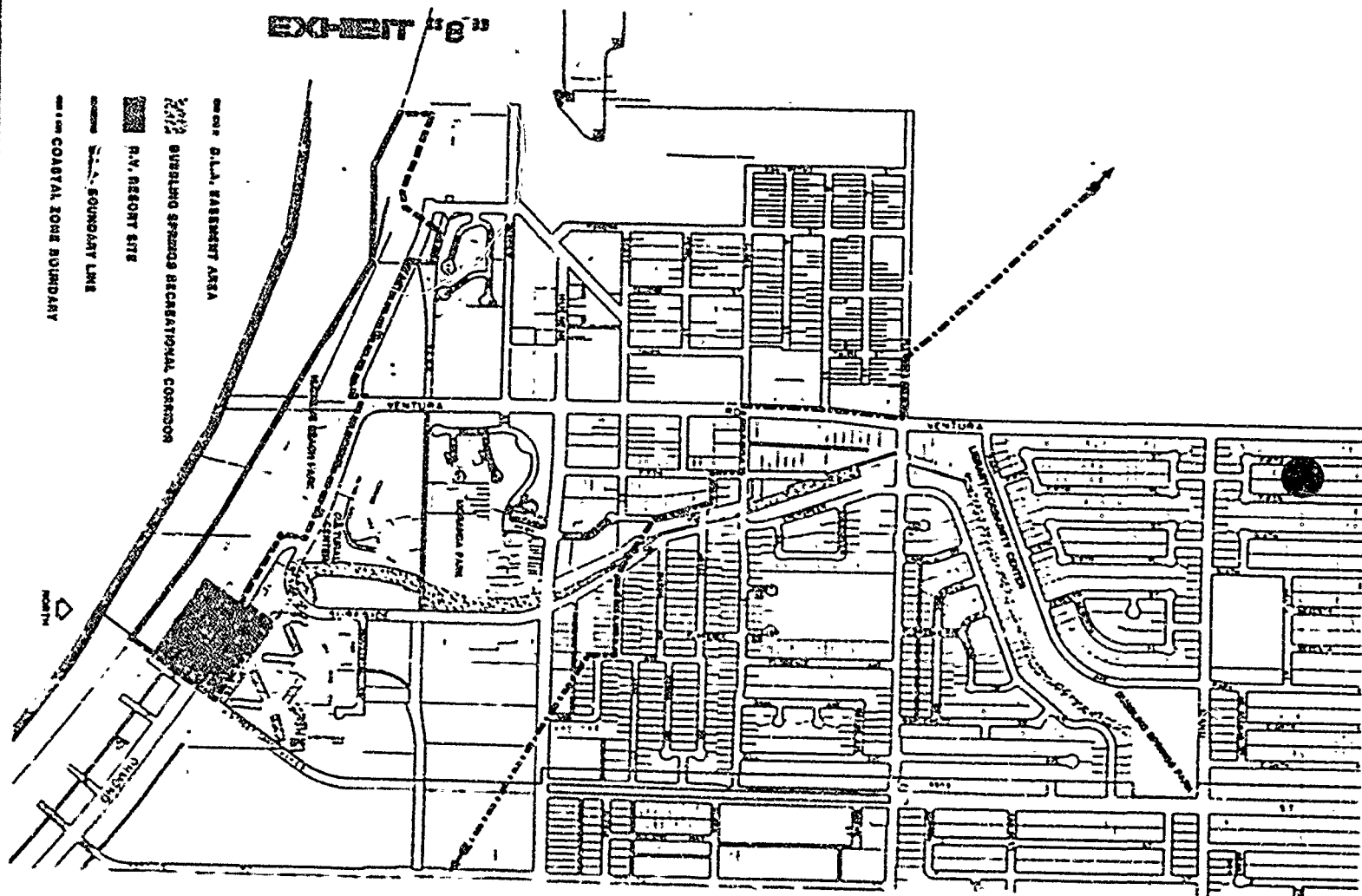


EXHIBIT C

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") made and entered by and between The State of California, acting by and through the State Lands Commission (hereinafter referred to as "the State") and the City of Port Hueneme, a general law city (hereinafter referred to as "the City").

WITNESSETH:

The parties hereto do agree as follows:

1. Recitals:

This MOU is entered into with respect to the following facts:

- (a) The City is investigating the feasibility of constructing a Recreational Vehicle Resort (hereinafter referred to as "R.V. Resort") on a site of approximately 10 acres of beachfront land (hereinafter referred to as "Site") which

dgk/MOU1210-5  
1/10/91 (rev.8)

-1-

CALENDAR PAGE	135 <sub>8</sub>
MINUTE PAGE	1226

EXHIBIT C

is subject to a public recreational easement (hereinafter referred to as "Easement") located on the landward side of the boundary line determined by that certain Boundary Agreement - B.L.A. 129 (hereinafter "B.L.A.") entered into April 10, 1972, between the State, the City, and others, and recorded at Book 3969, Pages 588 through 621, of Ventura County Records.

The State is interested in promoting the extension, development and maintenance of the Bubbling Springs Recreational Corridor for beach and recreational purposes.

- (b) The approximate location and general configuration of the Site is shown in Exhibit "A" attached hereto. The tentative design of the proposed R.V. Resort is depicted in Exhibit "B". The real property encompassing the proposed R.V. Resort Site is described in Exhibit "C". Said Exhibits "A", "B" and "C" are incorporated herein by this reference.

EXHIBIT C

- (c) The B.L.A. was entered into to fix permanently the common boundary between tidelands owned by the State and those properties landward of the ordinary high water mark subject to a public recreational easement. The B.L.A. provided that the State quitclaimed, released, and remised all right, title, and interest landward of the agreed upon boundary line. The B.L.A. confirmed that the landward side realty to which the B.L.A. related is subject to a public Easement for beach and recreational purposes and also acknowledged that the said Easement is owned by the City for itself and on behalf of members of the public generally and that the Easement may not be terminated or relocated without approval of the State.
- (d) The Site is wholly contained within the 60-acre public recreational facility known as Hueneme Beach Park. The Site is linked with other public recreational facilities by a

dqk/MOU1210-5  
1/10/91 (rev.8)

-3-

CALENDAR PAGE	736.10
MINUTE PAGE	1228

## EXHIBIT C

2-mile linear park known as the "Bubbling Springs Recreational Corridor." This recreational corridor provides unrestricted pedestrian access to the beach from areas outside the Coastal Zone. The approximate location and general configuration of the Bubbling Springs Recreational Corridor is shown in Exhibit "D" attached hereto. The real property encompassing the Bubbling Springs Recreational Corridor is described in Exhibit "E". Said Exhibits "D" and "E" are incorporated herein by this reference.

- (e) The City represents it operates and maintains Hueneme Beach Park at its sole expense and the cost of operating and maintaining Hueneme Beach Park exceeds revenues derived from its use. The City has determined that unless new funding sources are found, the City may be forced to reduce services for Hueneme Beach Park including, but not limited to, lifeguards, landscape maintenance, beach cleaning and police protection.

EXHIBIT C

- (f) The proposed R.V. Resort is intended to enhance the utilization of Hueneme Beach Park by expanding the range of recreational opportunities available to the public. The City will utilize all revenues realized from the R.V. Resort to maintain and expand existing recreational facilities and programs by pledging all of the proceeds for specified public recreational purposes as herein defined in Section 7 of this MOU.
- (g) Development of the proposed R.V. Resort will require preparation of an Environmental Impact Report and amendment of the City's certified Local Coastal Program. For the reasons set forth below, the parties believe that this MOU conforms with and furthers the policies embodied in the California Coastal Act of 1976:



EXHIBIT C

(1) Increased Shoreline Access.

(a) The Site of the proposed R.V. Resort is situated approximately 150 feet northerly of the Ordinary High Water Line established in the B.L.A., thereby preserving public access to the sea and coastal beach;

(b) Public non-vehicle access to Hueneme Beach Park will be enhanced by extending the Bubbling Springs Recreational Corridor around the perimeter of the Site concurrent with the development of the R.V. Resort; and

(c) Public non-vehicle access to Hueneme Beach Park from areas outside the Coastal Zone will be protected by encumbering the Bubbling Springs Recreational Corridor with a public Easement for beach and recreational purposes as stipulated in Section 6 of this MOU.

EXHIBIT C

(2) Improved Recreational and Visitor-Serving Facilities.

(a) The proposed R.V. Resort will enhance utilization of Hueneme Beach Park by expanding the range of recreational opportunities available to the public;

(b) Revenues realized from the R.V. Resort will help finance Hueneme Beach Park's continued operations and capitalize the cost of completing its development consistent with the Beach Master Plan, as amended and approved by the Coastal Commission; and

(c) R.V. Resort revenues in excess of those needed to finance the continued operation and development of Hueneme Beach Park will be used to enhance recreational facilities and programs within the Coastal Zone by pledging all of the proceeds for specified public

dgk/MOU1210-5  
1/10/91 (rev.8)

-7-

CALENDAR PAGE	135 14
MINUTE PAGE	1232

## EXHIBIT C

recreational purposes as herein defined in Section 7 of this MOU.

(3) Protection of Coastal Visual Resources.

(a) Buildings are not proposed southerly of the easterly extension of Oceanview Drive (depicted on Exhibit "B") to avoid obstructing any significant public view corridors.

(b) On-site grades will be lowered to the extent reasonably possible so as to minimize the impact on private vistas.

(4) Protection of Land Resources. Impacts on land resources including flora and fauna, if any, will be identified by the City as part of the Environmental Impact Report.

(i) The State and the City through the implementation of this MOU intend to:

EXHIBIT C

(1) Protect, promote and enhance State and local interests with regard to public beach and recreational opportunities in furtherance of the B.L.A. and California Coastal Act of 1976; and

(2) Resolve any issues, claims or questions as to (i) the development, use, and operation of the Site for an R.V. Resort; (ii) the extension, development, and maintenance of the Bubbling Springs Recreational Corridor; (iii) the utilization of funds derived from the R.V. Resort operations; and (iv) the continuing interest of the State in regard to the R.V. Resort.

2. Status of the Site

The proposed R.V. Resort is located on the City side of the boundary line established by the B.L.A. in an area subject to an Easement which is owned by the City for itself and on behalf of the members of the public generally and which cannot be terminated or relocated without the approval of the State.

dgk/MOU1210-5  
1/10/91 (rev.8)

-9-

CALENDAR PAGE	156.16
MINUTE PAGE	1234

## EXHIBIT C

### 3. Use of the Site for R.V. Resort Purposes

The City, as owner of the Easement landward of the ordinary high water mark, believes that the use of the Site for R.V. Resort purposes is a public use and is compatible with the terms and conditions of the B.L.A. The purpose of this MOU is to allow the City's consideration of the development of the R.V. Resort on the Site in exchange for (i) encumbering the entire Bubbling Springs Recreational Corridor with a public Easement for beach and recreational purposes; and (ii) dedicating funds for recreational facilities and programs derived from the revenues of the proposed R.V. Resort.

### 4. Requisite Permits and Approvals

The City agrees to obtain all requisite permits and approvals prior to developing the R.V. Resort including, but not limited to, (i) preparation and certification of an Environmental Impact Report ("EIR"); and (ii) amendment of its certified Local Coastal Program.

## EXHIBIT C

### 5. Operations of the R.V. Resort

The R.V. Resort will be operated by the City in a manner consistent with the provisions of this MOU and all applicable law. The City shall limit the use of the R.V. Resort by members of the public to reasonable periods of time, not to exceed 30 consecutive days in any year, with reasonable charges consistent with the purposes and objectives of this MOU. The use of the R.V. Resort by members of the public in excess of 30 days in any one calendar year shall be governed by rules and policies adopted by the City in consultation with the State in order to maximize use by the public.

### 6. Bubbling Springs Recreational Corridor Easement

The City, for itself and on behalf of members of the public generally, hereby encumbers the Bubbling Springs Recreational Corridor with a public easement for beach and recreational purposes. These recreational purposes shall be consistent with the purposes prescribed in Paragraph 4 of the B.L.A. and the improvements depicted in Exhibit "F" attached hereto and incorporated by this reference. Said easement shall encompass all portions of the Bubbling

dgk/MOU1210-5  
1/10/91 (rev.8)

-11-

CALENDAR PAGE	135.18
MINUTE PAGE	1236



## EXHIBIT C

Springs Recreational Corridor (as legally described in Exhibit "E") now or hereafter controlled by the City, regardless of whether such control has been acquired by fee, dedication, or adverse possession. It is hereby agreed that said easement is owned by the City for itself and on behalf of members of the public generally; provided, however, that said easement may not be terminated or relocated without the concurrence of the State. The City agrees to acquire title or defend title as necessary in order to effect the purposes of this section.

Upon the operative date of this MOU, as defined in Section 13 herein, the City will rename the Bubbling Springs Recreational Corridor to more correctly reflect its intended use. The new name will be the Bubbling Springs Riparian Parkway.

### 7. Utilization of Revenue Derived from R.V. Resort Operations

The City agrees to establish an enterprise fund for all revenues derived from the R.V. Resort. The enterprise fund may only be used for public recreational purposes as follows: (i) to finance operations of the R.V. Resort; (ii) to finance operation of Hueneme Beach Park and all

dgk/MOU1210-5  
1/10/91 (rev.8)

-12-

CALENDAR PAGE	13519
MINUTE PAGE	1237

## EXHIBIT C

other recreational facilities situated within the Coastal Zone; (iii) to finance operation of the Bubbling Springs Recreational Corridor along with Bubbling Springs Park and Port Hueneme Community Center immediately contiguous thereto; and (iv) to finance acquisition and capital improvements relating to Hueneme Beach Park, Bubbling Springs Recreational Corridor and all other public recreational facilities as may now or hereafter be constructed within the Coastal Zone, provided, however, that such acquisition and improvements comply in all respects with the B.L.A. and the City's certified Local Coastal Program, as amended. As used herein, the term "operation" includes all direct and indirect costs of staffing, planning, maintenance, and administration.

### 8. State Quitclaim of Easement Jurisdiction

The State, acting by and through the State Lands Commission, hereby releases all its interest in the public Easement as to that area encompassing the Site and described in Exhibit "C". The State, acting by and through the Executive Director of the State Lands Commission, agrees to modify the legal description of the Site contained in Exhibit "C" as necessary to conform same with (i) the

dgk/MOU1210-5  
1/10/91 (rev.8)

-13-

CALENDAR PAGE	135.20
MINUTE PAGE	1238

## EXHIBIT C

pedestrian/bicycle parkway design for the extension of the Bubbling Springs Recreational Corridor around the perimeter of the Site required in Section 9 of this MOU; and (ii) the final improvement plans approved by the Coastal Commission as part of the permitting process.

### 9. State Involvement

The City agrees that the State shall have a continuing oversight function regarding the R.V. Resort and Bubbling Springs Recreational Corridor to insure that such facilities are used, operated and maintained in conformance with the terms of this MOU and all applicable laws. The State shall also have the right to exercise all legal remedies to enforce the terms of the MOU.

The City, in conjunction with the R.V. Resort permitting process and in consultation with the State, shall prepare a design and landscape plan for the extension of the Bubbling Springs Recreational Corridor around the entire perimeter of the Site. The State reserves the right to review and approve such design and landscape plan. Such review shall be undertaken in a timely fashion and approvals shall not be unreasonably withheld. Such plan shall provide for a non-vehicle pedestrian/bicycle parkway around the

dgk/MOU1210-5  
1/16/91 (rev.8)

-14-

CALENDAR PAGE	155.21
MINUTE PAGE	1239

EXHIBIT C

entire perimeter of the R.V. Resort and shall incorporate landscaping improvements consistent with the balance of the Hueneme Beach Park and the Bubbling Springs Recreational Corridor. The new pedestrian/bicycle parkway shall be completed and made available for public use not later than the date when the R.V. Resort is opened for operations.

The City shall submit annual reports to the State, in a form agreed by the parties, which provide information on the operation of the Resort and the income to and expenditures from the enterprise fund established by the City. The State shall have the right at all reasonable times to review all City records relating to the R.V. Resort to determine whether the City is in compliance herewith. At its option, the State may initiate an audit of City expenditures of funds from the operations of the Resort. Any costs of such audit(s) shall be borne by the City which amount may be reimbursed by monies from the enterprise fund.

The City agrees that the terms of the MOU bind it and that the State may bring an action in a Court of competent jurisdiction to enforce compliance with the terms of the MOU.

dgk/""OU1210-5  
1/10/ " (rev.8)

-15-

CALENDAR PAGE	135 22
MINUTE PAGE	1240

EXHIBIT C

10. Cooperation of State and City

The State and City agree to cooperate by implementing this MOU so as to enable development and operation of the proposed R.V. Resort and establishment of a public recreational easement on the Bubbling Springs Recreational Corridor. Such cooperation shall include but not be limited to:

- (a) Providing mutual support and assistance throughout the environmental review and governmental permitting process.
- (b) Providing mutual support and assistance before the State Coastal Commission with regard to amending the City's Local Coastal Program.
- (c) Providing mutual support and assistance in implementing all Coastal Commission conditions of approval.
- (d) Providing mutual support, cooperation and assistance in implementing the provisions of this MOU including, as necessary, making minor

## EXHIBIT C

changes in the legal description applicable to the R.V. Site as provided in Section 8 herein.

Any actual cost incurred by the State at the request of the City in fulfilling the activities undertaken as described in this section shall be reimbursed to the State by the City within 30 days after receipt of written invoice and supporting data from the State.

### 11. Counterpart Signatures

This MOU may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original as if each of the parties had signed the same instrument. Any signature page of this MOU may be detached from any counterpart of this MOU without impairing any signature thereon and may be attached to another counterpart of this MOU identical in form but having attached to it one or more additional signature pages. In execution of this MOU each party shall furnish such acknowledgments and certifications as may be necessary to permit the recordation of this MOU in the Office of the County Recorder of the County of Ventura.

dgk/MOU1210-5  
1/10/91 (rev.8)

-17-

CALENDAR PAGE	135.24
MINUTE PAGE	1242



EXHIBIT C

12. Waivers, Modifications or Amendments

All waivers, modifications or amendments to this MOU must be writing and signed by the parties hereto.

13. Effective Date

This MOU is entered into this \_\_\_\_ day of \_\_\_\_\_, 1991. The operative date shall be the date of final approval of an amendment to the City's certified Local Coastal Program so as to allow the usage contemplated by this MOU.

IN WITNESS WHEREOF, each party hereto has caused this MOU to be executed.

STATE LANDS COMMISSION OF THE  
STATE OF CALIFORNIA and THE  
STATE OF CALIFORNIA (The State)

Dated: \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF PORT HUENEME,  
a municipal corporation  
(The City)

Dated: 1/24/91

By *Deane S. Carpenter*  
Mayor

dgk/MOU1210-5  
1/10/91 (rev.8)

-18-

CALENDAR PAGE	135.25
MINUTE PAGE	1243

# FORT HUENEME

MILEAGE CITY OF PORT HUENEME (50% occupied by Base and Harbor)	4½ square miles
MILEAGE BEACH (East end to West end containing complexes)	8/10 mile
RESIDENTIAL UNITS IN CITY	7,700
RESIDENTIAL UNITS SOUTH OF HUENEME ROAD	1,162
RESIDENTIAL BEACH UNITS	1,665
OWNER OCCUPANCY for all units South of Hueneme Road	18½
OWNER OCCUPANCY for Surfside I, II, III, IV	14½

<u>COMPLEX</u>	<u>TOTAL UNITS</u>	<u>RESIDENT OWNERS</u>	<u>WEEKENDERS</u>	<u>RENTERS</u>	<u>HOMEOWNERS</u>	<u>TAX EXEMPTION</u>
SURFSIDE I	201	25	80	96		16
SURFSIDE II	59	36...combined...		23		4
SURFSIDE III	309	123	186	combined with renters		51
SURFSIDE IV	211	50	69	92		40
ANACAPA CONDOS	201	100...combined...		101		26
ANACAPA HOMES	84	28	28	28		25
SURFSIDE VILLAS	67	38	29			38
BEACHPORT	30	13	4			13
	<u>1,162</u>					

(Note: While most items are exact, others may be slightly irregular.)

