

QUITCLAIM DEED

THIS INDENTURE made this 17<sup>th</sup> day of Sept., 1951,  
between the UNITED STATES OF AMERICA, acting by and through the  
Federal Security Administrator, acting by and through the Regional  
Director of the Federal Security Agency, Region X under and pursuant  
to the powers and authority contained in the Federal Property and  
Administrative Services Act of 1949 (63 Stat. 377) and Federal Security  
Agency Delegation #1, dated February 8, 1951 (16 F.R. 1713), GRANTOR  
and the CITY OF PACIFIC GROVE, a political subdivision of the State  
of California, GRANTEE;

WITNESSETH: That the said GRANTOR, in consideration of the  
reservations, covenants, conditions and restrictions hereinafter  
contained and the agreement of the said GRANTEE faithfully to observe,  
keep and perform the same and in consideration of other good and  
valuable considerations, receipt of which is hereby acknowledged, does  
hereby REMISE, RELEASE and QUITCLAIM unto the said GRANTEE, its  
successors and assigns, all of the right, title, interest, property  
and estate of the said GRANTOR in or to the real property situate in  
the County of Monterey, State of California, particularly described  
as follows, to wit:

Beginning at a point in a fence line, said point of  
beginning being located South 15° 26' West 825 feet and  
North 43° West 932.76 feet from a granite monument  
marked "U.S.L.H." located in the easterly boundary  
line of the Point Pinos Coast Guard Reservation in said  
County of Monterey, and 263 feet southerly from the  
ordinary high water line of the Bay of Monterey; thence,  
from said point of beginning, along a fence North 43°  
West 132.24 feet to a fence corner; thence along a  
fence, North 83° 52' West 250.00 feet; thence leaving  
said fence line, North 6° 08' East 203.83 feet to a  
point marking the southerly boundary of a 60-foot  
roadway; thence following the southerly boundary of said  
roadway, 46.71 feet along the arc of a curve to the  
left having a radius of 230 feet; thence North 67° 40'  
East 115.00 feet; thence 214.91 feet along the arc of  
a curve to the right having a radius of 170 feet;  
thence South 39° 54' East 9.46 feet; thence leaving  
the southerly boundary of said roadway South 6° 08' East  
329.46 feet to the point of beginning, containing  
approximately 2.23 acres.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof and also all the estate, right, title, interest, property, possession, claim and demand whatsoever in law as well as in equity of the said GRANTOR, of, in or to the foregoing described premises for every part and parcel thereof, except as is hereinafter otherwise expressly provided and except as the same or any thereof are hereinafter reserved, conditioned, limited or restricted.

AND PROVIDED that in accordance with Executive Order 9908, approved December 5, 1947 (12 F.R. 8223), all uranium, thorium, and all other materials determined pursuant to section 5(b)(1) of the Atomic Energy Act of 1946 (60 Stat. 761), to be peculiarly essential to the production of fissionable material, contained, in whatever concentration in deposits in the lands covered by this instrument are hereby reserved for the use of the UNITED STATES OF AMERICA, together with the right of the UNITED STATES OF AMERICA through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made, except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting same, or to such other person as the Commission determines

to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

TO HAVE AND TO HOLD the foregoing described property together with the appurtenances, unto the said GRANTEE, its successors and assigns and each of them, PROVIDED, HOWEVER, that this deed is made and accepted upon each of the following conditions subsequent, which shall be binding upon and enforceable against the said GRANTEE, its successors or assigns, and each of them, as follows:

1. That for a period of twenty (20) years from the date of this deed the above described property herein conveyed, shall be utilized continuously for public health purposes, namely, a permanent sewage disposal plant, in accordance with the proposed program and plan therefor as set forth in the application of said GRANTEE dated November 17, 1950 and for no other purpose.
2. That during the aforesaid period of twenty(20) years, the said GRANTEE will resell, lease, mortgage, or encumber, or otherwise dispose of the above described property or any part thereof or interest therein only as the Federal Security Agency or its successor in function, in accordance with its existing regulations, may authorize in writing.
3. That one year from the date of this deed and annually thereafter for the aforesaid period of twenty (20) years unless the Federal Security Agency or its successor in function otherwise directs, the said GRANTEE will file with the Federal Security Agency or its successor in function

reports on the operation and maintenance of the above described property and will furnish, as requested, such other pertinent data evidencing continuous use of the property for the purpose specified in the above identified application.

In the event of a breach of any of the conditions set forth above whether caused by the legal or other inability of said GRANTEE, its successors or assigns, to perform any of the obligations herein set forth, all right, title and interest in and to the above described property shall, at its option revert to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right of entry thereon, and the said GRANTEE, its successors or assigns, shall forfeit all right title, and interest in and to the above described property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED HOWEVER, that the failure of the Federal Security Agency, or its successor in function, to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such condition, but the obligations of the said Grantee, its successors and assigns with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER that in the event the UNITED STATES OF AMERICA fails to exercise its option to re-enter the premises for any such breach of said conditions within twenty-one (21) years from the date of this conveyance, the conditions set forth above together with all rights of the UNITED STATES OF AMERICA to re-enter as in this paragraph provided, shall, as of that date, terminate and be extinguished.

In the event title to the above described premises is reverted to the UNITED STATES OF AMERICA for noncompliance or voluntarily reconveyed in lieu of reverter, the said GRANTEE, its successors and assigns, at the option of the Federal Security Agency or its successor in function, shall be responsible and shall be required to reimburse

the UNITED STATES OF AMERICA for the decreased value of the above described property not due to reasonable wear and tear, acts of God, and alterations and conversions made by the said GRANTEE to adapt the property to the public health use for which the property was acquired. The UNITED STATES OF AMERICA shall, in addition thereto, be reimbursed for such damages including such costs as may be incurred in recovering title to or possession of the above described property, as it may sustain as a result of the noncompliance.

The said GRANTEE may secure abrogation of the conditions numbered 1, 2, and 3 herein by:

- a. Obtaining the consent of the Federal Security Agency, or its successor in function; and
- b. Payment to the UNITED STATES OF AMERICA of the public benefit allowance granted to the said GRANTEE of One Hundred (100) Per Cent from the current market value of Eight Thousand Dollars (\$8000.00) less a credit at the rate of five (5) per cent for each twelve (12) months during which the property has been utilized in accordance with the purposes specified in the above identified application.

The said GRANTEE by the acceptance of this deed, covenants and agrees, for itself, its successors and assigns, that the UNITED STATES OF AMERICA shall have the right during any period of emergency declared by the President of the United States or by the Congress of the United States to the full unrestricted possession, control and use of the property hereby conveyed, or of any portion thereof, including any additions or improvements thereto made subsequent to this conveyance. Prior to the expiration or termination of the period of restricted use by the GRANTEE, such use may be either exclusive or non-exclusive and shall not impose any obligation upon the Government to pay rent or any other fees or charges during the period of emergency, except that the Government shall (1) bear the entire

cost of maintenance of such portion of the property used by it exclusively or over which it may have exclusive possession or control. (ii) pay the fair share, commensurate with the use, of the cost of maintenance of such of the property as it may use non-exclusively or over which it may have non-exclusive possession or control, (iii) pay a fair rental for the use of improvements or additions to the premises made by the said GRANTEE without Government aid, and (iv) be responsible for any damage to the property caused by its use, reasonable wear and tear, and acts of God and the common enemy excepted.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the 17th day of Sept., 1951.

UNITED STATES OF AMERICA  
Acting by and through the  
Federal Security Administrator

By 15/ F. W. Hunter  
Regional Director, Region I

CITY OF PACIFIC GROVE

By 15/ John S. Nelson  
Mayor

At test:

15/ John D. Jewin  
City Clerk

EASEMENT DEED  
FROM THE  
UNITED STATES OF AMERICA

WHEREAS, it is provided by Title 14, United States Code, section 93(o), that the Commandant of the Coast Guard may grant, under such terms and conditions as are deemed advisable, permits, licenses, easements, and rights-of-way over, across, in and upon lands under the control of the Coast Guard when in the public interest and without substantially injuring the interests of the United States in the property thereby affected; and

WHEREAS, the City of Pacific Grove, Monterey County, Calif., has acquired a portion of the Point Pinos Coast Guard Light Station Reservation by deed through the General Services Administration and the Federal Security Administration for the purpose of constructing a sewage disposal plant; and

WHEREAS, the installation of the sewage plant by the City of Pacific Grove will necessitate the grant by the United States of easements for the necessary effluent pipe lines; and

WHEREAS, the grant of easements for the necessary effluent pipe lines across, in and upon land under the control of the Coast Guard is in the public interest and without substantially injuring the interests of the United States in the property thereby affected; and

WHEREAS, the City of Pacific Grove has applied for the grant of necessary easements for the pipe lines; and

WHEREAS, all costs and expenses incurred in connection with the construction, installation, maintenance or repair of said pipe lines and appurtenances, shall be borne by the City of Pacific Grove.

NOW, THEREFORE, pursuant to the authority vested in me by the afore-mentioned law, there is hereby granted to the said City of Pacific Grove necessary easements across, in and upon the land of the Point Pinos Coast Guard Light Station Reservation, Monterey County, Calif., at the following described locations:

- a) An easement for public utility and pipeline purposes over and through a strip of land 10 feet in width, lying northerly and easterly of a fence line described as follows:

Beginning at the most southerly corner of a 2.23 acre tract of land formerly a part of the Point Pinos Light Station Reservation now belonging to the City of Pacific Grove; thence South 43° East, 932.76 feet to the easterly boundary of said Point Pinos Coast Guard Reservation.

- b) An easement for an effluent pipeline over and through a strip of land 10 feet in width, the center line of which is described as follows:

Beginning at the northwesterly corner of said 2.23 acre tract of land referred to in paragraph (a) above; thence Northwesterly along the southerly side of a rocky promontory 1500 feet more or less to a suitable discharge point.

- c) An easement for pipeline purposes over and through a strip of land 60 feet in width (an existing roadway with a 20 foot wide pavement), the center line of which is described as follows:

Beginning at a point North 15° 26' East 42.7 feet from a granite monument marked "U.S.L.R." located in the easterly boundary line of the Point Pinos Coast Guard Reservation, Monterey County, California, and 263 feet southerly from the ordinary high water line of the Bay of Monterey; thence, from said point of beginning:

- 1) North 78° 17' West 34.35 feet; thence
- 2) 77.0 feet along the arc of a curve to the right, radius 200 feet; thence
- 3) North 56° 14' West 43.2 feet; thence
- 4) 172.8 feet along the arc of a curve to the left, radius 200 feet; thence
- 5) South 74° 15' West 73.6 feet; thence
- 6) 79.3 feet along the arc of a curve to the right, radius 200 feet; thence
- 7) North 83° 02' West, 192.3 feet; thence
- 8) 150.6 feet along the arc of a curve to the right, radius 200 feet; thence
- 9) North 39° 54' West 61.5 feet; thence
- 10) 252.8 feet along the arc of a curve to the left, radius 200 feet; thence



- 11) South 67° 40' West, 115.0 feet, thence
  - 12) 84.8 feet along the arc of a curve to the right, radius 200 feet; thence
  - 13) North 88° 02' East, 40.8 feet; thence
  - 14) 227.9 feet along the arc of a curve to the left, radius 200 feet; thence
  - 15) South 26° 41' West, 271.2 feet; thence
  - 16) 116.1 feet along the arc of a curve to the right, radius 200 feet; thence
  - 17) South 59° 56' West, 56.5 feet; thence
  - 18) 135.2 feet along the arc of a curve to the left, radius 200 feet; thence
  - 19) South 21° 12' West, 51.4 feet; thence
  - 20) 71.9 feet along the arc of a curve to the right, radius 200 feet; thence
  - 21) South 41° 47' West, 41.8 feet; thence
  - 22) 78.7 feet along the arc of a curve to the left, radius 200 feet; thence
  - 23) South 19° 15' West, 118.5 feet; thence
  - 24) 103.9 feet along the arc of a curve to the right, radius 200 feet; thence
  - 25) South 49° West, 55.5 feet; thence
  - 26) 317.9 feet along the arc of a curve to the left, radius 200 feet; thence
  - 27) South 42° 04' East 593.0 feet; thence
  - 28) 141.7 feet along the arc of a curve to the right, radius 200 feet; thence
  - 29) South 2° 03' West to an intersection with the southerly boundary of the Point Pinos Coast Guard Reservation
- d) An easement for pipeline purposes over and through a strip of land 10 feet in width the southerly boundary of which is described as follows:

Beginning at a point located South 6° 58' West 30.00 feet from the end of course number 7 described in (c) above; thence from said point of beginning North 83° 02' West 195 feet more or less to an intersection with the easterly boundary of a 2.23 acre tract of land referred to in (a) above.

This grant is made subject to the following provisions and conditions:

- 1) That the use and occupation of said land shall be subject to such rules and regulations as the Commandant, U. S. Coast Guard, or his duly authorized representative, may from time to time prescribe.
- 2) That connections to the said sewage disposal plant pipe lines may be made by the Government from time to time, as may be required by existing and future Government facilities on the said Coast Guard Reservation.
- 3) That the City of Pacific Grove shall be responsible for any damage that may be caused to Government property incident to the use and occupation granted by this instrument, and the installation of said pipe lines including maintenance and repair thereof.

- 4) That City of Pacific Grove shall, at all times, save, protect and defend the United States, its officers and agents against any and all claims, demands and liabilities whatsoever, growing out of or arising from the use and occupation of the said Coast Guard property, or incident to the fulfillment of the provisions and conditions set forth above.
- 5) That this grant may be annulled and forfeited by declaration of the Commandant of the Coast Guard for failure, neglect, or refusal by the grantee to fully and promptly comply with any and all the conditions thereof, or for non use or for abandonment.
- 6) That upon the annulment or forfeiture of this grant the grantee shall, without expense to the United States, and within such time as the Commandant of the Coast Guard may indicate, remove said pipe lines from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to said officer. In the event the grantee shall fail, neglect, or refuse to remove the said pipe line and so restore the premises, the United States shall have the option either to take over the said line as the property of the United States without compensation therefor, or to remove it and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States, or its officers or agents, on account of taking over the said pipe line or on account of its removal.
- 7) That all uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery

of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

DATED this 31st day of November, 1951.

UNITED STATES OF AMERICA

By *Walter O. Hill*  
Commandant, U.S. Coast Guard

Accepted by and on behalf of the City of Pacific Grove, Monterey County, Calif., this 20th day of December, 1951.

ATTEST:

*John D. Linn*  
CITY CLERK

CITY OF PACIFIC GROVE, CALIF.

By *John P. Nash*  
MAYOR



202-426-2031

11011

From: Commandant, U. S. Coast Guard  
 To : Commanding Officer, Western Division  
 Naval Facilities Engineering Command

5 JUL 1974

Subj: Coast Guard Light Station, Pt. Pinos  
 Pacific Grove, California; transfer  
 to the Navy of a portion of

Ref : (a) USCG permit of 24 Aug 1951 to USN  
 (b) WESDIVNAVFACENCOM ltr 241; EMR;  
 mg NAVPGSCOL MONT (555) of 13 Aug 1973  
 to COMDT  
 (c) 10 U.S.C. 2571(a)  
 (d) 49 CFR 1.45(a)(2)

1. Reference (a) permitted Navy to use and occupy approximately four acres of subject light station. Reference (b) requested that Coast Guard, transfer to Navy custody of and accountability for the permitted area.

2. In accordance with the authority granted to the Secretary of Transportation by reference (c) and delegated to the Commandant, U. S. Coast Guard, by reference (d) custody of and accountability for the 4.28+ acre parcel of land described and delineated in enclosures (1) and (2) are hereby transferred to the U. S. Navy. Coast Guard reserves the right to prohibit:

a. construction of any improvement and the installation or operation of any equipment which, in the opinion of the Commander, Twelfth Coast Guard District, interferes with the operation of subject station's radiobeacon;

b. outleasing of any portion of the transferred land subject to noise pollution from subject station's sound signal, as determined by the Commander, Twelfth Coast Guard District.

3. The muniments of title are available in the file "California 66, Records of the U. S. Coast Guard" of the Legislative, Judicial, and Fiscal Records Division, National Archives. Enclosed herewith are copies of the most recent attorney's report of title and a plot plan.

M. S. CHARLESTON  
 Acting Comptroller

Encl: (1) Attorney's report of title Hd. 25 Oct 73  
 (2) plot plan



DEPARTMENT OF THE NAVY  
WESTERN DIVISION  
NAVAL FACILITIES ENGINEERING COMMAND  
P.O. BOX 727  
SAN BRUNO, CALIFORNIA 94066

IN REPLY REFER TO

241:EMR:mg  
NAVPCSCOL  
Monterey (555)  
24 July 1974

From: Commanding Officer, Western Division, Naval Facilities  
Engineering Command  
To: Commandant, U. S. Coast Guard  
Subj: Naval Reserve Center, Monterey, California; Acquisition  
of 4.28 acres of land at Point Pinos Coast Guard Light  
Station Reservation, acceptance of  
Ref: (a) Your ltr (G-FPR/71) 202-426-2031, 11011 of 5 Jul 1974  
(b) 10 U.S.C. 2571 (a)

1. By reference (a) custody and accountability for 4.28 acres of land at subject Light Station Reservation were transferred to the Department of the Navy, subject to certain reservations to the Coast Guard.
2. In accordance with the authority granted by reference (b), custody and accountability for the 4.28 acres described and delineated in enclosures (1) and (2) to reference (a) are hereby accepted by the Department of the Navy, subject to the following conditions that have been determined to be compatible with the Navy's planned use of the property:
  - a. The Coast Guard reserves the right to prohibit construction of any improvement and the installation or operation of any equipment which, in the opinion of the Commandant, Twelfth Coast Guard District, interferes with the operation of subject Light Station's radiobeacon.
  - b. The Coast Guard reserves the right to prohibit outleasing of any portion of the transferred land subject to noise pollution from subject Light Station's sound signal, as determined by the Commander, Twelfth Coast Guard District.
3. This acceptance of custody and accountability for the 4.28 acres is effective 24 July 1974.

W. E. [unclear]  
By direction

**PROPERTY DESCRIPTIONS-POINT PINOS LIGHTHOUSE  
PACIFIC GROVE, CALIFORNIA**

**PARCEL 1—Housing Area**

A parcel of land located on the Lighthouse Reservation described in the deed to the United States of America, (23 November 1870, recorded in book J of Conveyances page 305) in the City of Pacific Grove, Monterey County, California, located in lot 41, Township 15 South, Range 1 West, Mount Diablo Meridian more particularly described as follows:

Commencing at the southeast corner of the Lighthouse Reservation, said point being located S 74°34'00"E (Magnetic East) 445.00 ft and S 15° 26' 00" W (Magnetic South) 800.00 ft from the midpoint of the north face of the stone Lighthouse building, and from which a 10 inch square granite monument marked "U.S.L.H." on the south boundary line of said parcel bears N 74d34'00"W a distance of 545.00 ft, thence Northeast along the East boundary of the Lighthouse parcel, N 15d26'00" E 827.10 ft to the POINT OF BEGINNING, thence

N 74°34'00"W a distance of 300.00 ft; thence,

N 25°37'15"E a distance of 186.87 ft; thence,

S 68°51'48"E a distance of 267.73 ft; thence,

S 15°26'00"W a distance of 157.72 ft; to the POINT OF BEGINNING

Containing 48,702 square feet or 1.12 Acres, more or less

**PROPERTY DESCRIPTIONS-POINT PINOS LIGHTHOUSE  
PACIFIC GROVE, CALIFORNIA**

**PARCEL 2—Remainder**

A parcel of land located in the City of Pacific Grove, County of Monterey, California being those lands described in those two deeds to the United States of America, (Original Lighthouse Reservation 23 November 1870, recorded in book J of Conveyances page 305; and 18 December 1901, vol 66 Deeds page 385) located in Lot 41, Township 15 South, Range 1 West, Mount Diablo Meridian more particularly described as follows:

**BEGINNING** at the southeast corner of the Lighthouse Reservation as described in the deed of 23 November 1870 to the United States of America, recorded in book J of Conveyances page 305 in the County of Monterey, said point being located S 74°34'00"E (Magnetic East) 445.00 ft and S 15d 26' 00" W (Magnetic South) 800.00 ft from the midpoint of the north face of the stone Lighthouse building, and from which a 10 inch square granite monument marked "U.S.L.H." on the south boundary line of said parcel bears N 74d34'00"W a distance of 545.00 ft, thence

Northeast along the east boundary of the Lighthouse Reservation, N 15d26'00" E (Magnetic North) 2000.00 ft to the east corner of the aforementioned Lighthouse Reservation, thence

Continuing along the prolongation of the east boundary of the aforementioned Lighthouse Reservation N 15d26'00" to a point on the line of ordinary high water of Monterey Bay; thence

Along the line of high tide of Monterey Bay and the Pacific Ocean, Westerly, Northerly and Southerly to a point at the intersection of the line of high tide and the prolongation of the south boundary of the aforementioned Lighthouse Reservation, thence

S 74d 34' 00" E along the prolongation of the south boundary of the Lighthouse Reservation to the west corner of the Lighthouse Reservation, thence

S 74d 34' 00" E a distance of 545.00 ft to the POINT OF BEGINNING

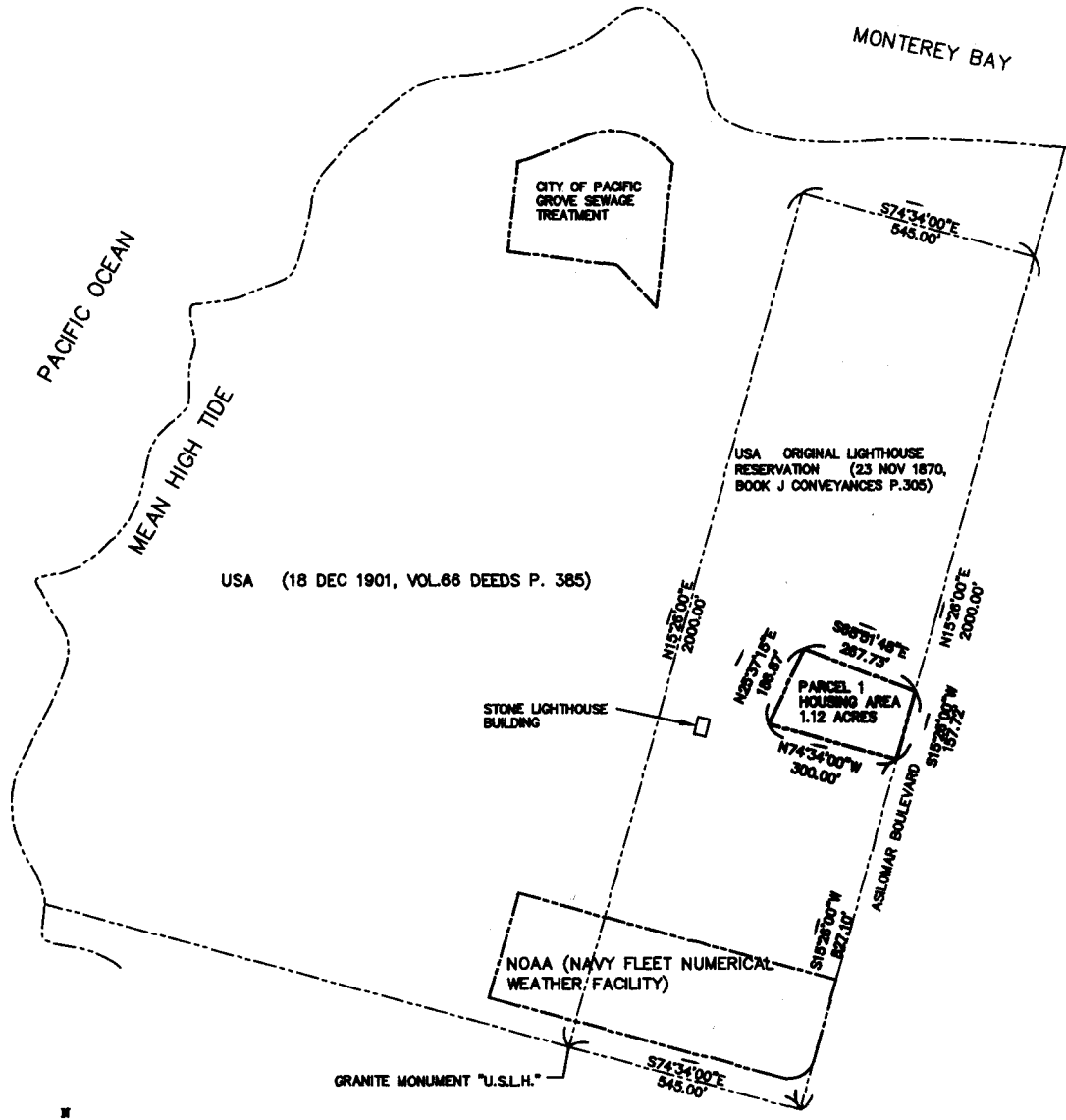
**EXCEPT:**

Parcel 1-Housing Area as previously described;

All that land described in the Quitclaim Deed from the United States of America to the City of Pacific Grove, dated 17 September 1951, located in the north portion of the parcel, presently used for a sewage treatment facility;

All that land located in the southeast portion of the parcel transferred to the U.S. Navy for a Fleet Numerical Weather Facility in 1974 and later transferred to the National Oceanographic and Atmospheric Administration.





9 SEPT 2002



POINT PINOS LIGHTHOUSE PROPERTY PLAN