

RECORDED AT REQUEST OF

EASEMENT

AUG 4 3 58 AM '67

RECORDED UNDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

Under and by virtue of the authority of Title 14, United States Code, Section 93(o), and Title 40, United States Code, Sections 319-319c, 529
 the Commandant, United States Coast Guard, HEREBY GRANTS to

CITY OF PACIFIC GROVE, California, a municipal corporation, an easement for a road in, through, and upon land of the United States, in the custody of the United States Coast Guard, at the Point Pinos Lighthouse Reservation, in the vicinity of Pacific Grove, Monterey County, California, more particularly described as follows:

Beginning at a 10" x 10" granite monument, marked "U.S.L.H." the center of which marks the southeast corner of the Point Pinos Light Station reservation, and said monument being located at the junction of Asilomar Boulevard and Hudson Way (Lighthouse Avenue); thence north $74^{\circ} 34'$ west 1730 feet more or less along the southerly boundary of said reservation to the shore line at Mean High Water; thence northwesterly, northerly, northeasterly, and easterly along the Mean High Water Line to a point which marks the northeast corner of said reservation, which point bears north $15^{\circ} 26'$ east 250 feet more or less from a 10" x 10" granite monument marked, "U.S.L.H."; thence south $15^{\circ} 26'$ west 238 feet along the easterly boundary of said reservation to a point which marks the southerly boundary of a 60-foot right of way for Ocean View Boulevard; thence along the southerly right of way boundary the center line of which is described as follows: thence north $78^{\circ} 17'$ west 34.35 feet; thence westerly 76.97 feet along a tangent curve concave to the north, having a radius of 200 feet; thence north $56^{\circ} 14'$ west 43.19 feet; thence westerly 172.84 feet along a tangent curve concave to the south, having a radius of 200 feet; thence south $74^{\circ} 18'$ west 73.58 feet; thence westerly along a tangent curve 79.29 feet concave to the north, having a radius of 200 feet; thence north $83^{\circ} 02'$ west 192.27 feet; thence westerly along a tangent curve 150.56 feet concave to the northwest, having a radius of 200 feet; thence north $39^{\circ} 54'$ west 61.48 feet; thence westerly along a tangent curve 252.84 feet concave to the south, having a radius of 200 feet; thence south $67^{\circ} 40'$ west 114.97 feet; thence westerly along a tangent curve 84.82 feet concave to the north, having a radius of 200 feet; thence north $83^{\circ} 02'$

west 40.83 feet; thence southwesterly along a tangent curve 227.88 feet concave to the south, having a radius of 200 feet; thence south $70^{\circ} 41'$ west 271.17 feet; thence southwesterly 116.06 feet along a tangent curve concave to the northwest having a radius of 200 feet; thence south $50^{\circ} 56'$ west 56.48 feet; thence southwesterly 135.20 feet along a tangent curve concave to the southeast, having a radius of 200 feet; thence south $21^{\circ} 12'$ west 51.38 feet; thence southwesterly 71.85 feet along a tangent curve concave to the northwest, having a radius of 200 feet; thence south $41^{\circ} 47'$ west 41.84 feet; thence southwesterly 78.45 feet along a tangent curve concave to the southeast, having a radius of 200 feet; thence south $19^{\circ} 15'$ west 118.54 feet; thence southwesterly 103.85 feet along a tangent curve concave to the northwest, having a radius of 200 feet; thence south 49° west 55.50 feet; thence southerly 317.88 feet along a tangent curve concave to the east, having a radius of 200 feet; thence south $42^{\circ} 04'$ east 593 feet; thence southeasterly 85 feet more or less along a tangent curve concave to the southwest, having a radius of 200 feet, to a point in a non-tangent line on the westerly prolongation of the northerly right of way boundary for Hudson Way (Lighthouse Avenue); thence easterly along a fence marking the northerly boundary of the 60-foot right of way for Hudson Way (Lighthouse Avenue) 1125 feet more or less to the easterly boundary fence of said reservation; thence south $15^{\circ} 26'$ west 115.4 feet to the point of beginning. Radii of road curves are all of 200 feet measured from road centerline.

The area covered by this agreement is shaded in yellow on the attached U. S. Coast Guard Topographic and Property Map of Point Pinos Light Station, drawing number 3638-39 revision of October 1957, which is made an integral part of this agreement.

THIS EASEMENT is granted subject to the following conditions;

- (1) The Grantee shall maintain the road at its sole cost and expense,
- (2) The Grantee shall keep the road and other areas covered by this agreement accessible at all times to the United States and the public,
- (3) The Grantee shall, at all times, save, protect and defend the

United States, its officers, its agents, and its employees against any and all claims, demands and liabilities whatsoever, growing out of or arising from the use and occupation of said property of the United States, or incident to the fulfillment of the provisions and conditions set forth in this agreement.

(4) This easement is revocable at the will of the Commandant of the Coast Guard upon reasonable written notice to the Grantee and may be relinquished by the Grantee upon thirty days' written notice to the Commandant of the Coast Guard.

(5) Water service may be piped on the area covered by this agreement in such manner and along such route as may be approved by the Commander, Twelfth Coast Guard District.

(6) No alteration or change may be made to this area by grading operations except as required for road construction or maintenance.

(7) The Grantee may not assign or transfer this easement without written permission of the Commandant, U. S. Coast Guard.

(8) The Grantee shall at all times keep the area in a neat and presentable condition satisfactory to the Commandant, U. S. Coast Guard, or his authorized representative.

(9) The Grantee is not acquiring any permanent interest in this property of the United States.

(10) The Grantee is responsible for any damage that is caused to the property of the United States incident to the use and occupancy of this area, and shall promptly repair or replace to the satisfaction of the Commandant, U. S. Coast Guard, or his authorized representative, any property damaged or destroyed, or in lieu of repair or replacement, the Grantee shall pay a sum of money sufficient in amount to compensate for the loss sustained.

(11) The Grantee shall maintain the presently installed protective and ornamental fences adjacent to this area in a condition satisfactory to the Commandant, U. S. Coast Guard, or his authorized representative.

(12) The Grantee shall take all reasonable measures possible to prevent persons from entering into or remaining on this easement for the

purpose of sale or display for sale of food, souvenirs, art objects, or any other merchandise, or for the purpose of remaining overnight.

(13) The Grantee shall maintain and keep in a condition satisfactory to the Commandant, U. S. Coast Guard, or his authorized representative, the Rest Rooms near Crespi Pond.

(14) The Grantee shall not disturb any surveyor's monuments on said easement.

(15) The United States reserves to itself all mineral deposits in this area and the right to mine or remove them.

(16) It is a condition of this Easement that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the said Easement. The United States Coast Guard reserves the right to revoke and cancel this Easement in the event of breach of this nondiscrimination condition during the period of the Easement.

(17) No member of or Delegate to Congress or Resident Commissioner may be admitted to any share or part of this Easement, or to benefit to arise therefrom.

DATED this 25th day of July, 1967.

UNITED STATES OF AMERICA

M. A. Whalen
M. A. WHALEN
Rear Admiral, U. S. Coast Guard
Chief of Staff

ACCEPTED by and on behalf of the Grantee this 2nd day of August, 1967.

CITY OF PACIFIC GROVE
A Municipal Corporation

By: Earl D. Grafton
EARL D. GRAFTON
Mayor

ATTEST:

William S. Pitt
WILLIAM S. PITT
City Clerk