

LICENSE

In consideration of the public benefits and advantages to be derived therefrom, the City of Pacific Grove, located in Monterey County, California, hereinafter called the Licensee, is hereby granted a license for a period not to exceed five years commencing 1 January 1968, by the Commandant, U. S. Coast Guard, hereinafter called the Licensor, to use a portion of the Coast Guard Light Station Reservation, Point Pinos, California, for public recreation purposes. The area is more particularly described as follows:

Beginning at a point (2" x 2" Redwood hub and tack) along a wood post and rail fence, common to the easterly boundary line of Coast Guard property and westerly right-of-way for Asilomar Boulevard, which point bears north 15° 26' east 1027.1 feet from a 10" x 10" granite monument marked "U.S.L.H.", in the southeast corner of Point Pinos Reservation; thence north 15° 26' east 971.8 feet to the southerly right-of-way boundary of Ocean View Boulevard; thence westerly along said southerly right-of-way boundary to the northeast corner of City of Pacific Grove Sewage Treatment Site; thence south 6° 08' west 329.46 feet to the south east corner of said site; thence north 43° 00' west 132.24 feet to a point; thence north 83° 52' west 520 feet more or less to the southerly right-of-way boundary of Ocean View Boulevard; thence southerly along said right-of-way boundary to a fence located on the northerly right-of-way boundary of Hudson Way; thence along said fence and boundary south 74° 34' east 400 feet more or less to a steel fence; thence northerly 250 feet more or less along the steel fence to a fence corner; thence easterly 700 feet more or less along the steel fence, to a wood post and rail fence common to the easterly boundary of Coast Guard property and westerly right-of-way line for Asilomar Boulevard; thence north 15° 26' east 508.7 feet more or less along said fence, to a point; thence north 74° 34' west 200 feet to a point; thence south 15° 26' west 300 feet to a point; thence north 74° 34' west 350 feet to a point; thence north 15° 26' east 500 feet to a point; thence south 74° 34' east 550 feet to the point of beginning; containing 54.6 acres more or less and as shown on drawing No. F-01-1, dated 11 December 1957, which map is incorporated in this license as an integral part thereof.

This license is granted subject to the following provisions and conditions:

1. That the use and occupancy of said portion of the Coast Guard premises shall be without expense to the United States and shall be subject to such rules and regulations as the Licensor, or his duly authorized representative, may from time to time prescribe, and this license shall be revocable at the will of the Commandant upon reasonable written notice to the Licensee, and may be relinquished by the Licensee upon thirty days' written notice to the Licensor.

2. That the Licensee shall pay to the United States as rental the sum of one dollar (\$1.00) per annum, in advance, and shall as a further consideration assume responsibility for keeping the premises used and occupied in a neat and presentable condition at all times during the period of the license. The Licensor reserves the right to enter and inspect the premises at all times.

3. That the Licensee shall arrange for all present power lines of any nature to be buried in the ground without expense to the Coast Guard, in accordance with Coast Guard specifications and local requirements, if such action is necessary.

4. That the Licensee shall at no time permit access to the light, fog signal and radiobeacon facilities or any interference with the Coast Guard operations or access rights, nor shall any Government property of any nature whatsoever be removed from the premises.

5. That the Licensee shall not assign or transfer this license without prior written consent of the Licensor, or his duly authorized representative.

6. That the Licensee is not to be considered as acquiring hereunder any permanent interest of whatever nature in the subject Coast Guard property.

7. That the Licensee shall be responsible for any damage that may be caused to Government property incident to the use and occupancy of said property for the stated purpose, and shall promptly repair or replace to the satisfaction of the Licensor any property damaged or destroyed, or in lieu of such repair or replacement, Licensee shall, if required by Licensor, pay a sum of money sufficient in amount to compensate for the loss sustained.

8. That the Licensee shall at all times save, protect, and defend the

United States, its officers and agents, against any and all claims, damages, and liabilities whatsoever growing out of or arising from the use and occupancy of the said Coast Guard property by the Licensee, or incident to the fulfillment by the Licensee of the provisions and conditions of this license.

9. That the Licensee shall, without cost to the Licensor, establish connections from the buildings of the Licensor to the sewer lines of the Licensee and shall provide sewer service to the Licensor without cost.

10. That the Licensee shall inclose the area of about five acres utilized for the Point Pinos Lighthouse with a six foot high chain link fence having a barbed wire extension consisting of three strands and shall locate gateways as requested by the Licensor. Licensee shall erect and maintain the fence without cost to the Licensor and subject to approval by the Licensor.

11. That personnel of the U. S. Coast Guard may, under regulations mutually agreeable to the Licensee and Licensor, use the public recreation facilities for which this license is granted.

Instruction
Area 12. No additions to or alterations of the premises herein covered shall be made without prior consent of the Licensor, or his duly authorized representative.

13. That Licensee shall exercise due diligence at all times in the protection of any improvements and other property of the United States which may be located thereon against fire, vandalism, or damage and shall provide City fire fighting facilities for the property of the Licensor whether or not excepted in this agreement.

14. Nothing herein contained shall be construed as obligating the Government to furnish the Licensee with utility services such as electricity, water, or telephone service, it being expressly understood and agreed that such services shall be secured at the sole cost and expense of the Licensee. In this connection the Licensee agrees to pay all personal utility bills at the time the same shall become due and payable, direct to the utility company.

15. The Licensee agrees to accept the use of the property in the condition in which it now is and hereby releases the Government from any and all claims for death or injury to any person arising during use and occupancy of said premises and which may be the result of the condition of said property or means of access thereto.

16. The Licensee may not disturb any surveyor's monuments.

17. That upon expiration or revocation of this license, the Licensee shall relinquish the use of said premises, in as good a condition and state of repair as when possession was received, ordinary wear and tear excepted, and shall remove all personal property within such reasonable time as the Licensor may designate, and upon failure to do so, it may be removed at the expense of the Licensee, and no claim for damages against the United States shall arise by or on account of such removal.

18. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this license, or to benefit to arise therefrom.

19. This license, upon application, may be renewed for additional five year periods at the discretion of the Commandant of the Coast Guard or his duly authorized representative.

20. It is a condition of this License 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 premises. The Coast Guard reserves the right to revoke and cancel this License in the event of breach of such nondiscrimination condition during the period of the License.

DATED this 6th day of March, 1968.

DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARD

By: C. R. Bender
C. R. BENDER
Rear Admiral, U. S. Coast Guard
Commander, Twelfth Coast Guard District

This License as executed is acknowledged and the terms and conditions accepted.

DATED: 6 MAR 1968, 1968

CITY OF PACIFIC GROVE
MONTEREY COUNTY, CALIFORNIA

By: Charles Pastore
Mayor

ATTEST:
William S. Pitt
CITY CLERK