

LICENSE FOR USE OF REAL PROPERTY

1 This License to use the U. S. Government property hereinafter
2 described is issued by the U. S. Coast Guard, Department of Transportation to
3 the City of Pacific Grove, California, for the purpose herein specified upon
4 the terms, conditions, and general provisions set forth below. By the
5 execution hereof, the Licensee agrees to comply with all such terms, con-
6 ditions, and general provisions.

7 The Licensor hereby grants to the Licensee the non-exclusive
8 permission to use those portions of the Point Pinos Light Station, Pacific
9 Grove, California, shown enclosed in red on the attached drawing CG F-161-01
10 which is made a part hereof. The Licensor shall designate certain portions
11 of the lighthouse building which are retained for use by the Licensor. The
12 premises licensed hereby are to be used as a museum open to the general public.
13 The License is subject to the following terms and conditions:

14 1. This License shall be effective for a period of five years and
15 is revocable at any time by either party on thirty days' written notice to
16 the other party.

17 2. This License shall be neither assignable nor transferable by
18 the Licensee.

19 3. The Licensee shall protect, maintain, and keep in good order
20 the premises licensed hereby. This obligation includes responsibility for all
21 costs incurred for any maintenance and repair which the Licensee shall con-
22 sider necessary or desirable in connection with its occupancy of the premises.
23 The Licensee's responsibilities for maintenance shall be limited to those
24 portions of the lighthouse grounds shown enclosed in red on the attached
25 drawing CG F-161-01 and the interior of the main light building, except for
26 those spaces which are designated to be retained for use by the Licensor.

27 4. The Licensee shall not enter or interfere with those portions
28 of the building which are designated to be retained for use by the Licensor.

29 5. The Licensee shall not perform any alteration, remodeling, or
30 reconstruction to the building without prior approval of the Licensor. Licensee
31 shall erect no structure or device which interferes with the proper operation
32 of the light, fog signal, or any other aid to navigation which is or may be

1 established at the Point Pinos Light Station. Any item of long-term main-
2 tenance, or any additions to, or alterations of, the premises or facilities
3 which the Licensee shall consider necessary or desirable in connection with
4 its use and occupancy shall be made only with the prior approval and consent
5 of the Licensor and at the sole cost and expense of the Licensee. Any struc-
6 ture or device erected or installed without Licensor's consent or which may
7 be found to interfere with the proper operation of the light, fog signal, or
8 any other aid to navigation which is or may be established at Point Pinos
9 Light Station shall be removed by Licensee at Licensee's own expense. Upon
10 revocation, expiration or surrender of this License, and to the extent directed
11 by the Licensor, the Licensee shall remove all alterations, additions, better-
12 ments and improvements made or installed and restore the premises or facili-
13 ties to the same or as good condition as existed on the date of entry under
14 this license, reasonable wear and tear excepted.

15 6. The Licensee shall provide to the Coast Guard personnel
16 unrestricted access at all times to the spaces which are designated to be
17 retained for use by the Licensor, and to any portion of the land and buildings
18 used by Licensee, to perform necessary maintenance to the aids to navigation
19 which are or may be installed at the Point Pinos Light Station.

20 7. The Licensor will continue to maintain the exterior of the
21 station buildings and those spaces inside the building which are designated
22 to be retained for use by the Licensor.

23 8. The Licensor will pay for gas and electricity used on the
24 premises. The Licensee will install a separate water meter for the main light
25 building. The Licensee will pay to the Coast Guard annually, at a time which
26 is mutually agreeable to the parties, the cost of water used on the premises
27 licensed hereby.

28 9. The Licensee shall at all times save, protect, and defend the
29 United States, its officers, agents, and employees, against any and all
30 claims, demands and liabilities whatsoever growing out of or arising from the
31 use and occupation of this property by the Licensee or from the fulfillment
of the Licensee of the provisions and conditions of this License.

1 10. The Licensee shall exercise due diligence at all times in the
2 protection of any improvements and other property of the United States which
3 may be located therein against fire, vandalism, or damage.

4 11. The Licensee shall insure that no part of the premises licensed
5 hereby is used for public parking for visitors to the station. The Licensee
6 shall provide an access to the station grounds and building in a manner to
7 provide a minimum interference to the Coast Guard personnel residing on the
8 station. The Licensee shall provide fencing and directional signs for
9 visitors as approved by the Licensor.

10 12. It is a condition of this License that no person in the United
11 States shall, on the ground of race, color, or national origin, be excluded
12 from participation in, be denied the benefits of, or be otherwise subjected
13 to discrimination in the use of the premises. The Coast Guard reserves the
14 right to revoke and cancel this License in the event of breach of such
15 nondiscrimination condition during the period of the License.

16 13. No Member of or Delegate to Congress or Resident Commissioner
17 shall be admitted to any share or part of this License or to any benefit to
18 arise therefrom.

19 14. This License shall be effective as of 1 September 1972.

20
21 DATED this _____ day of 18 SEP 1972, 1972.

22
23 DEPARTMENT OF TRANSPORTATION
24 UNITED STATES COAST GUARD

25 By Mark A. Whalen
26 MARK A. WHALEN
27 Rear Admiral, U. S. Coast Guard
28 Commander, Twelfth Coast Guard District

29 This License as executed is acknowledged and the terms and con-
30 ditions accepted.

31 DATED: September 20, 1972

32 CITY OF PACIFIC GROVE
MONTEREY COUNTY, CALIFORNIA

ATTEST:
William S. Post
City Clerk

By [Signature]