

August 7, 1974

Lt. Armand Chapeau
Commander
USCG Group Monterey
100 Lighthouse Avenue
Monterey, CA 93940

Dear Toby:

Enclosed is a draft of the revised license for the lighthouse building. I had your proposed amendments incorporated in the draft with those items to be deleted indicated by a strikethrough and those items to be added indicated by underscoring.

Both the City Attorney and I have reviewed the proposed changes and see no problems. I would suggest we start a new five year period for this license.

I think we are now ready to have the Coast Guard attorneys prepare a revised license for presentation to the City Council.

Please give me a call if you have any questions.

Sincerely yours,

GARY W. BALES
City Manager

GWB/bjv
Encl.

LICENSE FOR USE OF REAL PROPERTY

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

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

1. This License shall be effective for a period of five years and is revocable at any time by either party on thirty days' written notice to the other party.
2. This License shall be neither assignable nor transferable by the Licensee.
3. The Licensee shall protect, maintain, and keep in good order the premises licensed hereby. This obligation includes responsibility for all costs incurred for any maintenance and repair which the Licensee shall consider necessary or desirable in connection with its occupancy of the premises. ~~The Licensee's responsibilities for maintenance shall be limited to those portions of the lighthouse grounds shown enclosed in~~

(Continued/red on the)

~~red on the attached drawing CG F-161-01 and the interior of the main light building, except for those spaces which are designated to be retained for use by the Licensor.~~ The Licensee's responsibilities for maintenance shall be limited to those portions of the lighthouse grounds and road shown enclosed in red on the attached drawing CG F-161-01 and the interior and exterior of the main light building, except for the operational aids to navigation equipment owned by the Licensor.

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

4. The Licensee shall not perform any alteration, remodeling or reconstruction to the building without prior approval of the Licensor. Licensee shall erect no structure or device which interferes with the proper operation of the light, fog signal, or any other aid to navigation which is or may be established at the Point Pinos Light Station. Any item of long-term maintenance, or any additions to, or alterations of, the premises or facilities which the Licensee shall consider necessary or desirable in connection with its use and occupancy shall be made only with the prior approval and consent of the Licensor and at the sole cost and expense of the Licensee. Any structure or device erected or installed without Licensor's consent or which may be found to interfere with the proper operation of the light, fog signal, or any other aid to navigation which is or may be established at Point Pinos Light Station shall be removed by Licensee at Licensee's own expense. Upon revocation, expiration or surrender of this License, and to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made or installed and restore the premises or facilities to the same or as good condition as existed on the date of entry under this license, reasonable wear and tear excepted.

~~6. The licensee shall provide to the Coast Guard personnel unrestricted access at all times to the spaces which are designated to be retained for use~~

(Continued/by the Licensor,)

~~by the Licensor, and to any portion of the land and buildings used by Licensee;~~
~~to perform necessary maintenance to the aids to navigation which are or~~
~~may be installed at the Point Pinos Light Station.~~ 5. The Licensee shall
provide to the Coast Guard personnel unrestricted access at all times to
the spaces in which operational aids to navigation equipment owned by the
Licensor is installed and to any portion of the land and buildings used
by Licensee to perform necessary maintenance to the aids to navigation
which are or may be installed at Point Pinos Light.

~~7. The Licensor will continue to maintain the exterior of the station~~
~~buildings and those spaces inside the building which are designated to be~~
~~retained for use by the Licensor.~~ 6. The Licensee shall not alter or
interfere with the operation of the equipment installed by the Licensor.

~~8. The Licensor will pay for gas and electricity used on the premises.~~
~~The Licensee will install a separate water meter for the main light building.~~
~~The Licensee will pay to the Coast Guard annually, at a time which is~~
~~mutually agreeable to the parties, the cost of water used on the premises~~
~~licensed hereby.~~ 7. The Licensor will pay for electricity used on the
main light and radio beacon. The Licensee will install a separate meter
for the lights other than the main light and radio beacon. The Licensee
will pay to the Coast Guard annually, at a time which is mutually agreeable
to both parties the cost of water, gas and electricity used on the premises
licensed hereby.

~~7.~~ 8. The Licensee shall at all times save, protect, and defend the
United States, its officers, agents, and employees, against any and all
claims, demands and liabilities whatsoever growing out of or arising from
the use and occupation of this property by the Licensee or from the fulfillment
by the Licensee of the provisions and conditions of this License.

~~10.~~ 9. The 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 therein against fire, vandalism, or damage.

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

10. The Licensee shall insure that no part of the premises licensed hereby is used for public parking for other than its employees working on the premises except when from time to time the premises are used for a polling place for an official, local, state or federal election. Election parking shall be limited to the aged and the handicapped. The Licensee shall provide an access to the station grounds and buildings in a manner to provide a minimum of interference to the Coast Guard personnel residing on the property. The Licensee shall provide fencing and directional signs for visitors as approved by the Licensor.

11. The Licensee shall not open to visiting by the general public any of the areas included in this license except when employees of the Licensee are in attendance.

12. 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.

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

14. This License shall be effective as of _____.