

LICENSE FOR USE OF REAL PROPERTY

Museum

1 This License to use the U. S. Government property hereinafter des-
2 cribed is issued by the U. S. Coast Guard, Department of Transportation, acting
3 through the Commander, Twelfth Coast Guard District, 630 Sansome Street, San
4 Francisco, Ca. 94126, hereinafter referred to as licensor, to the City of
5 Pacific Grove, Pacific Grove, Ca. 93950, hereinafter referred to as licensee,
6 for the purpose herein specified upon the terms, conditions, and general pro-
7 visions set forth below. By the execution hereof, the Licensee agrees to
8 comply with all such terms, conditions, and general provisions.

9 The Licensor hereby grants to the Licensee the non-exclusive per-
10 mission to use those portions of the Point Pinos Light property, Pacific Grove,
11 California, shown enclosed in red on the attached C. G. drawing no. F-161-01,
12 which is made a part hereof. The premises licensed hereby are to be used as
13 a museum open to the general public. The License is subject to the following
14 terms and conditions:

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

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

20 3. The Licensee shall protect, maintain, and keep in good order the
21 premises licensed hereby. This obligation includes responsibility for all costs
22 incurred for any maintenance and repair which the Licensee shall consider nec-
23 essary or desirable in connection with its occupancy of the premises. The
24 Licensee's responsibilities for maintenance shall be limited to those portions
25 of the lighthouse grounds and road shown enclosed in red on the attached C. G.
26 drawing no. F-161-01 and the whole of the main light building, except for the
27 operational equipments owned by the United States.

28 4. No substantial alteration of existing premises or facilities, or
29 construction of permanent type improvements shall be made by Licensee. The
30 Licensee shall not perform any alteration, remodeling, or reconstruction to
31 the building without prior approval of the Licensor. Any item of long-term
32 maintenance, or any additions to, or alterations of, the premises or facilities

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

13 5. The Licensee shall provide to U. S. Government personnel unre-
14 stricted access at all times to the areas in which operational equipments owned
15 by the United States are installed, and to any portion of the land and buildings
16 used by Licensee, to perform necessary maintenance to the operational equipments
17 which are or may be installed at the Point Pinos Light.

18 6. The Licensee shall not alter or interfere with the operation of
19 the equipments which are or may be established by the United States at the
20 Point Pinos Light.

21 7. The Licensee will pay for electricity, water, and gas used on the
22 premises based on the following monthly usage quantities: electricity - 750 kilo-
23 watt hours, water - 40 cubic feet, gas - 40 therms. Licensor will bill Licensee
24 quarterly for the cost of these quantities, based on current utility company rates.

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

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

1 10. The Licensee shall insure that no part of the premises licensed
2 hereby is used for public parking for other than its employees working on the
3 premises except when from time to time the premises are used for a polling place
4 for an official local, state, and/or federal election. The Licensee shall pro-
5 vide an access to the station grounds and building in a manner to provide a min-
6 imum interference to the Coast Guard personnel residing on the property. The
7 Licensee shall provide fencing and directional signs for visitors as approved
8 by the Licensor.

9 11. The Licensee, for himself, his personal representatives, suc-
10 cessors in interest, and assigns, as a part of the consideration hereof, and as
11 a term and condition of this license, does hereby covenant and agree that (1)
12 no person on the ground of race, color, or national origin shall be excluded
13 from participation in, denied the benefits of, or be otherwise subjected to
14 discrimination in the use of said facilities, (2) that in the construction of
15 any improvements on, over or under such land and the furnishing of services
16 thereon, no person on the ground of race, color, or national origin shall be
17 excluded from participation in, denied the benefits of, or otherwise be subjected
18 to discrimination, (3) that the licensee shall use the premises in compliance
19 with all other requirements imposed by or pursuant to Title 49, Code of Federal
20 Regulations, Department of Transportation, Subtitle A, Office of the Secretary,
21 Part 21, Nondiscrimination in Federally-assisted programs of the Department of
22 Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as
23 said Regulations may be amended.

24 The Licensee has executed the Standard Department of Transportation
25 Title VI Assurances, an executed copy of which is attached hereto and made part
26 hereof. The licensee accepts the provisions of the Assurances as part of the
27 terms, conditions and covenants of this license.

28 In the event of breach of any of the terms, conditions or covenants
29 of the Standard Department of Transportation Title VI Assurances, the United
30 States shall have the right to terminate the license and re-enter and repossess
31 said land and the facilities thereon, and hold the same as if said license had
32 never been made or issued.

1 12. The premises licensed hereby shall not be administered for
2 profit. Licensee shall submit to the Licensor, at the end of the Licensee's
3 fiscal year, an annual certified statement itemizing operating expenses and
4 revenues arising from the use of the premises. The statement shall be accom-
5 panied by a check or money order for all revenues in excess of expenses, made
6 payable to the U. S. Coast Guard.

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

10 14. This License shall be effective as of 1 January 1975.

11 15. This License supercedes license LI12-02-73.

12
13 DATED this 17th day of January, 1975.

14
15 DEPARTMENT OF TRANSPORTATION
16 UNITED STATES COAST GUARD

17
18 By H. J. Lynch

H. J. LYNCH

Captain, U. S. Coast Guard

19 Chief of Staff, Twelfth Coast Guard District

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

22 DATE: February 6, 1975

23 CITY OF PACIFIC GROVE
24 MONTEREY COUNTY, CALIFORNIA

25 By [Signature]

26 ATTEST:

27 William S. Pitt
28 City Clerk