

REVOCABLE LICENSE

The **UNITED STATES OF AMERICA**, acting by and through the **UNITED STATES COAST GUARD**, Commander (mfs), USCG Maintenance and Logistic Command Pacific, Coast Guard Island, Alameda, California, 94501-5100, (hereafter called "**LICENSOR**"), grants to **CITY OF PACIFIC GROVE**, 300 Forest Avenue, Pacific Grove, California, 93950, (hereafter called "**LICENSEE**"), a Revocable License to use **COAST GUARD STATION POINT PINOS** subject to the following terms and conditions.

1. The **LICENSOR** grants the **LICENSEE** a Revocable License to use the following described real property:

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 southeast 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 common 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 number F-161-02, dated 18 March 1963, which map is attached hereto and made a part hereof, together with the non-exclusive right of ingress and egress.

2. The **LICENSEE** shall use the licensed premises for the purpose of operating and maintaining a municipal golf course to be used by the general public for recreational purposes.

3. This license shall be in effect for a period of **twenty-five years (25)** years, commencing on **1 January 1987** and shall be retroactive to that date when fully executed by both parties.

4. This license supersedes License number **12-Li-6-68**, dated **6 March 1968**.

5. No permanent interest in the real property subject to this Revocable License shall vest in the **LICENSEE**.

6. The **LICENSOR** or its successor may revoke this license at any time by giving **thirty (30)** days written notice of termination to the **LICENSEE** at the above address. The **LICENSEE** may revoke this license at any time by giving **thirty (30)** days written notice of termination to the **United States Coast Guard** at the address shown below. This license may be renewed for additional periods at the discretion of the **LICENSOR**. Application for renewal must be submitted to **Commander (mfs), USCG Maintenance and Logistisc Command Pacific, Coast Guard Island, Alameda, California, 94501-5100**, at least **thirty (30)** days prior the expiration of this license.

7. This license shall be at **no cost** to the **LICENSEE**.

8. This license shall not be administered for profit. If the **LICENSEE** levies admission fees or other charges on the public in connection with its use of the property, it shall submit to the **Maintenance and Logistics Command Pacific Comptroller** an annual certified statement itemizing operational expenses and revenues arising from the **LICENSEE'S** use of the property. Financial statements may be submitted at the end of each calendar year or at the end of each fiscal y , whichever, the **LICENSEE** prefers. All revenues in excess of expenses shall be remitted by check or money order made payable to the **United States Coast Guard** and mailed to the **United States Coast Guard** at the above address, attention: **Collection Clerk**.

9. 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 **LICENSOR**, or its duly authorized representative, may from time to time prescribe.

10. 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.

11. 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.

12. 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.

13. 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**.

14. The **LICENSEE** shall allow use of the public recreational facilities for which this License is granted without cost to **Coast Guard** military and civilian personnel and their dependents.

15. The **LICENSEE** may not disturb any surveyor's monuments.

16. The **LICENSEE** shall protect, maintain, and keep in good order the licensed premises or facilities. This obligation includes responsibility for all costs incurred for any maintenance and repair (including long-term maintenance) which the **LICENSEE** shall consider necessary or desirable in connection with its occupancy hereunder.

17. 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**. 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.

18. The **LICENSEE** shall provide **full-time** caretaker services for the property:

a. The **LICENSEE** shall exercise due diligence to prevent damage to persons and property on any improvements and other property of the **United States** located thereon against fire, vandalism, or other damage.

b. The **LICENSEE** shall so protect, preserve, maintain, and repair the licensed property, that the same will at all times be kept in at least as good condition as when received hereunder.

c. The **LICENSEE** shall perform routine maintenance, including repairs and maintenance on utility systems.

19. The **LICENSEE** shall bear all risk of loss or damage to the licensed property arising from any cause created by the **LICENSEE**, and shall pay to the **LICENSOR** any damages caused by the **LICENSEE'S** use and entry authorized by this License.

20. The **LICENSEE** shall at all times defend and hold harmless the **United States**, its officers, agents, and employees, against any and all claims, demands, and liabilities arising from the **LICENSEE'S** use and occupancy of the licensed property, including the **LICENSOR'S** active or passive negligence or from the nonfulfillment by the **LICENSEE** of the provisions and conditions of this license, including, but not limited to, any liability under the Federal Tort Claims Act (28 USC, Sections 2671-2680), and any liability for hearing or other health loss. The obligations of the **LICENSEE** in this paragraph are subject to the i i ity of funds to the **LICENSEE**.

LICENSEE shall not make any substantial alterations of existing premises or construction of permanent type improvements without the prior written consent of the **LICENSOR**. Any structure or device erected or installed without **LICENSOR'S** written consent or which may be found to interfere with the proper operation of any of **LICENSOR'S** equipment shall be removed at the **LICENSEE'S** own expense. Upon revocation, expiration, or surrender of this License, the **LICENSEE** shall remove all structures and devices 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.

22. The **LICENSEE** shall obtain separate metering of its electric, gas, and water utility services and pay for its own utility services.

23. The **LICENSEE** may not transfer or assign its interest, or any part thereof, in this License.

24. The **LICENSOR** shall have access to the licensed property at all reasonable times for inspection, maintenance, or any other purpose.

25. The **LICENSOR** operates, and shall continue to operate, a sound producing device on the property which may cause noise annoyance and which may be injurious to the hearing and health of persons on the property. The sound producing device presently used is a **Leslie Supertyfon** which operates **in conjunction with a fog detector**. The most recent readings, taken in 1978 indicate sound levels of **60 decibels**. The **LICENSEE** shall not permit its agents, employees, invitees, and **LICENSEES** to enter any area when a sound signal is operating, and the sound pressure levels exceed 80DB(A).

26. The **LICENSEE**, for itself, its successors in interest, and assignees as a part of the consideration hereof, and as a term and condition of the License, does hereby covenant and agree that, (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; (3) that the **LICENSEE** shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI or the Civil Rights Act of 1964, and as said regulations may be amended.

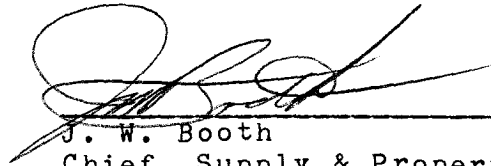
27. The **LICENSEE** has executed the Standard Department of Transportation Title VI Assurances, an executed copy of which is attached hereto and made a part hereof. The **LICENSEE** accepts the provisions of the Assurances as part of the terms, conditions, and covenants of this License.

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

29. No member or delegate to Congress or Resident Commission shall be admitted to any share or part of this License or any benefit to arise therefrom.

UNITED STATES OF AMERICA
UNITED STATES COAST GUARD

8/3/87
Date




J. W. Booth
Chief, Supply & Property Branch
Maintenance and Logistics Command Pacific
By direction of the Commander

This Revocable License is also executed by the **LICENSEE** in acknowledgment and acceptance of the terms and conditions herein set forth.

CITY OF PACIFIC GROVE
MONTEREY COUNTY, CALIFORNIA

8/21/87
Date



Signature
MAYOR

Title