

REVOCABLE LICENSE

The UNITED STATES OF AMERICA, acting by and through the UNITED STATES COAST GUARD, Commander (mfs), USCG Maintenance and Logistics 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 POINT PINOS LIGHTHOUSE and grounds shown in red on Coast Guard Drawing No. F-161-01, dated 18 March 1963, marked Exhibit A, attached hereto and made a part hereof, together with the non-exclusive right of ingress and egress over the existing road which extends from Asilomar Boulevard to the light tower building.

2. The LICENSEE shall use the licensed premises for the sole purpose of operating and maintaining a museum open to the general public.

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 DTCG-Z71112-82-RP-010L (formerly License No. 12-Li-03-75, dated 6 February 1975).

5. The LICENSEE shall insure that no part of the premises licensed herewith is used for public parking for other than its employees working on the premises except from time to time when the premises are used for a polling place for an official local, state, and/or federal election. The LICENSEE shall provide an access to the station grounds and building in a manner which will provide a minimum of interference to Coast Guard personnel residing on the property. The LICENSEE shall provide fencing and directional signs for visitors as approved by the LICENSOR.

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

7. 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 Logistics Command Pacific, Coast Guard Island, Alameda, California, 94501-5100, at least thirty (30) days prior to the expiration of this license.

8. This license shall be at no cost to the LICENSEE.

9. 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 USCG 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 year, 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.

10. 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.

11. The LICENSEE shall pay for electricity, water and gas used on the premises based on the following monthly usage quantities: electricity - 750 kilowatt hours, water - 40 cubic feet, gas - 40 therms. The LICENSOR shall bill the LICENSEE quarterly for the cost of these quantities, based on current utility company rates.

12. 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.

13. 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. The LICENSOR hereby consents to the installation of a sprinkler system for the lighthouse lawn.

14. 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.

15. The lighthouse building on the licensed property is eligible for nomination on the National Register of Historic Places. Prior to the LICENSEE'S making any alteration or improvements, the LICENSEE will conduct such studies and provide such information concerning the proposed undertaking as may be necessary to allow the LICENSEE to consult with the State of California, State Historic Preservation Officer, and with the Advisory Council on Historic Preservation, and otherwise to comply with the requirements of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470 et. seq.) and the regulations promulgated thereunder (36 CFR 800.1 et. seq.).

16. 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.

17. 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 availability of funds to the LICENSEE.

18. The 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 of facilities to the same or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

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

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

21. 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).

22. 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.

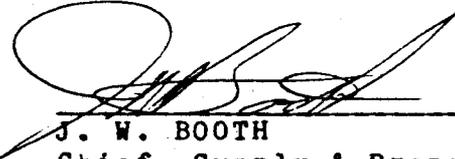
23. The LICENSEE has executed the Standard Department of Transportation Title VI Assurances, an executed copy of which is attached hereto and made a part hereof. The LICENSEE accepts the provisions of the Assurances as part of the terms, conditions, and covenants of this License.

24. 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.

25. 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