

Recording requested by
and when recorded mail to:

Prepared by:

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Assistant Regional Counsel
General Services Administration
77 Forsyth Street SW, Suite 600
Atlanta, GA 30303
GSA Control No. 4-U-MD-613

QUITCLAIM DEED

THIS QUITCLAIM DEED, made as of this ____ day of _____, 2022, between the **between the UNITED STATES LIGHTHOUSE SOCIETY**, a non-profit California corporation, whose address is 9005 Point No Point Road, NE, Hansville, WA, 98340, hereinafter referred to as "Grantor," and _____, an individual, whose mailing address is _____, (hereinafter referred to as the "Grantee").¹

WITNESSETH

The Grantor, in consideration of _____ received from the Grantee, the receipt and sufficiency of which is hereby acknowledged, does give, grant, quitclaim and convey unto the Grantee, its successors and assigns, without representation or warranty, expressed or implied, except as expressly stated, all its right, title, interest and claim in and to that certain property (hereinafter referred to as the "Hooper Island Lighthouse" or the "Property"), situated on bottomland within the County of Dorchester, State of Maryland, containing a lighthouse and being more particularly described as follows:

Lighthouse: A 20 x 20 octagonal brick structure plus tower and lantern located atop a 35-foot cylindrical caisson.

¹ Wherever in this instrument or the terms "Grantee" or "Grantees" are used, they shall be construed to represent either singular or plural, as the case or context may demand. In addition, the singular shall include the plural and the plural the singular where context shall so require. The term "Grantor" refers to the United States Lighthouse Society.

Land: Situated on the shoal making out from Hooper Island, Dorchester County, Maryland; said site. to contain five acres of land within a circle whose circumference or boundary line shall be two hundred and sixty-three and three tenths feet from the center in nautical miles W $\frac{3}{4}$ N from a spire at Hoopersville and eight and half nautical miles WNW $\frac{1}{4}$ W from Hooper Straights Light Station, and according to U.S.C. and G.S. chart 1224 of 1916, the latitude is 58 degrees 15' 22" N, and the longitude is 76 degrees 15' W.

The title to the underlying submerged land upon which the lighthouse was built was vested in the United States of America by conveyance from the State of Maryland, by cession deed dated April 21, 1924, and remains in the possession of the United States Government. This Quitclaim Deed is for the conveyance of any and all structures of the lighthouse and improvements. Only the lighthouse and all related improvements are included in this sale. No submerged lands are conveyed by this instrument.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto appertaining; and any means of ingress or egress appurtenant thereto, excepting any rights as herein specifically reserved or excepted.

The above description is for conveyance on an "as is, where is" basis of any and all structures of the light station. The lighthouse is a 20x20 octagonal brick structure plus tower and lantern located atop a 35-foot cylindrical caisson.

IT BEING the same tract or parcel of land conveyed to the Grantor from the United States of America by quitclaim deed dated May 26, 2009, and recorded in the Office of the County Clerk of Dorchester County, Maryland in Liber 0968, Folio 179, (the "Federal Deed").

TOGETHER with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments, and appurtenances to the same belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof.

"AS IS, WHERE IS"

a. Grantee agrees and acknowledges that Grantor is conveying the property strictly on an "as is, where is", with all faults basis, without warranty, express or implied, with any and all latent and patent defects. Grantee acknowledges that Grantor has made the property available for inspection by Grantee and Grantee's representatives. Grantee has inspected, or will have inspected prior to closing, the physical condition of the property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same "as is" in its existing physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of Grantor or the United States of America, including its agencies or any official, agent representative or employee of the foregoing, with respect to the property's conditions, except as set forth in the contract, Grantee is relying solely and wholly on Grantee's own examination of the property, is fully satisfied with the property, and accepts any liabilities or costs arising in connection with the condition of the property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the property. Except as set forth in Section c, below, the Grantor and the United States of America and their

agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may be of record and Grantee is advised to examine all public records available regarding the property.

b. No employee or agent of Grantor or the United States of America is authorized to make any representation or warranty as to the quality or condition of the property, merchantability, suitability or fitness of the property for any use whatsoever, known or unknown to Grantor or the United States of America, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Grantor or the United States of America be responsible or liable for latent or patent defects or faults, if any, in the property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the property.

c. Nothing in this "as is, where is" provision will be construed to modify or negate the United States of America's existing obligations under the CERCLA covenant or any other statutory obligations.

NO LONGER SUBJECT TO that Memorandum of Agreement Regarding the Hooper Island Lighthouse between the Naval Air Warfare Center-Aircraft Division and the United States Lighthouse Society ("Expiring MOA") entered into April 27, 2009, as part of the Grantor's application to become the owner of the Hooper Island Lighthouse pursuant to the National Historic Lighthouse Preservation Act, and as described in the Federal Deed, which by its terms is no longer valid once Grantor is no longer the owner of Hooper Island Lighthouse.

SUBJECT, HOWEVER, TO that Memorandum of Agreement Regarding the Hooper Island Lighthouse between the Naval Air Warfare Center-Aircraft Division and the Grantee ("Current MOA") entered into contemporaneously with this transaction as part of the purchase the Hooper Island Lighthouse, which by its terms the Current MOA shall be valid as long as the danger zone of the Chesapeake Test Range, 33 C.F.R. § 334.200, includes the location of the Hooper Island Lighthouse.


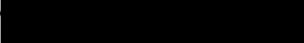
SUBJECT TO any and all existing conditions, covenants, restrictions, and easements, recorded or unrecorded, including those specified in the Federal Deed, not limited to those rights and easements reserved for the United States Coast Guard to maintain aids to navigation on the property, and the Historic Covenants for the historic preservation of the lighthouse, and to any easements for public roads and highways, public utilities, pipelines, and drainage services.

TO HAVE AND TO HOLD the above-described Property unto the said Grantee, its successors and assigns, in fee simple, so that neither the said Grantor nor its assigns (other than the said Grantee), shall at any time claim or demand any right, title, or interest to the said hereinbefore described Property hereby conveyed or its appurtenances.

[Signature pages follow.]

IN WITNESS WHEREOF, the UNITED STATES LIGHTHOUSE SOCIETY has caused this Indenture to be executed in its name and on its behalf this the 2 day of AUGUST, 2022.

The United States Lighthouse Society

By: 
Name: 
Title: 

WITNESSES:









STATE OF New York)
)
COUNTY OF Erie)

I, the undersigned, a Notary Public in and for the State of New York, do hereby certify that this day personally appeared before me in the state and county aforesaid with whom I am personally acquainted, for and on behalf of THE UNITED STATES LIGHTHOUSE SOCIETY, who acknowledged she/he executed, signed and delivered the foregoing document dated the 2 day of August, 2022, after being authorized to do so.

Given under my hand and seal this 2 day of August, 2022.


Notary Public
Notary Registration No. 
My commission expires: 7/11/26

[NOTARY SEAL]



ACCEPTANCE

I, _____ the GRANTEE, hereby accept this Quitclaim Deed and by such acceptance agrees to all the terms and conditions thereof.

Executed this _____ day of _____, 2022.

STATE OF _____)
)
COUNTY OF _____)

I HEREBY CERTIFY, that on this ____ day of _____, in the year 2022 before the subscriber, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), executed the foregoing instrument for the purposes therein contained, by signing their respective names.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

CERTIFICATE OF RECORDATION

STATE OF MARYLAND)
)
COUNTY OF DORCHESTER)

This is to certify that a Deed dated the _____ day of _____, 2022, from **THE UNITED STATES LIGHTHOUSE SOCIETY** to _____ was filed for record at _____ o'clock __.m., on the ___ day of _____, 2022, and has been recorded in Book No. _____, Page _____, of the public records of my office.

This the _____ day of _____, 2022.

Office of the
County Clerk,
Dorchester County,
Maryland

By: _____
County Clerk

PLEASE RETURN TO:

General Services Administration
Office of Real Property Utilization
and Disposal (4PZ)
77 Forsyth Street, Suite 130
Atlanta, Georgia 30303

GSA Control No. 4-U-MD-613