

Return Recorded Deed to:

United States Lighthouse Society  
9005 Point No Point Road, NE  
Hansville, WA 98340

I certify that this instrument was prepared by:



GABRIEL N. STEINBERG  
Special Counsel for Real Estate  
GSA, Region IV  
Office of Regional Counsel  
4-U-MD-613

IMP. FD. SURCH \$	28.00
REC. FEE \$75.0	75.00
TOTAL	95.00
Recpt# 1002	Recpt# 10000
DP JV	Blk # 162
Mar 04, 2010	11:51 am

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 26th day of May, 2009, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the Property Act at 40 U.S.C. §§ 101 et seq. (formerly codified in the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended, formerly codified at 40 U.S.C. 484), and the National Historic Lighthouse Preservation Act of 2000, Public Law 106-355, enacted October 24, 2000 (114 Stat. 1385-1390), codified at 16 U.S.C. 470w-7 et seq. ("NHLPA"), and regulations and orders promulgated thereunder, and the United States Lighthouse Society, a non-profit California corporation, whose address is 9005 Point No Point Road, NE, Hansville, WA 98340, Grantee.

**RECITALS**

The Grantor, without monetary consideration pursuant to the above-cited 16 U.S.C. Section 4702-7(b)(3) of the NHLPA and the covenants, conditions, and restrictions hereinafter contained and other good and valuable consideration received from the Grantee, the receipt of which is hereby acknowledged, does remise, release,

and forever quitclaim 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," 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.

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 Grantor by conveyance from the State of Maryland, by cession deed dated April 21, 1924.

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. Pursuant to the NHLPA no submerged lands shall be conveyed by this instrument. The lighthouse is a 20x20 octagonal brick structure plus tower and lantern located atop a 35 foot cylindrical caisson.

SUBJECT, HOWEVER, to any and all existing conditions, restrictions, and easements, recorded or unrecorded, including those specified in the application of the Grantee for obtaining property pursuant to the NHLPA, and to easements for public roads and highways, public utilities, pipelines, and drainage services; and subject to the rights of the Grantor set forth below, including the following:

A Memorandum of Agreement Regarding the Hooper Island Lighthouse between the Naval Air Warfare Center-Aircraft Division and the United States Lighthouse Society (MOA) was entered into April 27, 2009 as part of the Grantee's application to become the owner of the Hooper Island Lighthouse pursuant to the NHLPA. This 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.

RESERVING, saving, and excepting for the United States Coast Guard the following rights and easements:

1. An unrestricted right of ingress and egress, to access the property, including a right of navigational servitude [43 U.S.C. § 1311].
2. The unrestricted right of the United States to operate and maintain on the property, all aids to navigation ("atons") on the property, and associated equipment, including all existing buildings.
3. The unrestricted right of the United States to relocate on the property, any and all atons on the property, and associated equipment, to replace any atons, and to make any changes to any portion of the property as may be necessary for navigational purposes.

4. An easement of access to the property in favor of the United States for the purpose of servicing, maintaining, operating, repairing and replacing any and all atons, and associated equipment in use on the property now or placed or subsequently relocated thereon. The United States shall have the right to enter the property at any time, with notice, for the purpose of maintaining any and all atons and associated equipment.
5. Easements to the United States for the purpose of preserving and maintaining the arc of visibility of any beacon or other aid to navigation located on the property.
6. The Grantee may not interfere or allow interference in any manner with any navigational aids in use on the property without express written permission from the United States.

The Grantee, upon change of ownership, must inform the USCG of the name and address of the new owner within seven (7) days of closing or transfer of ownership by any other means.

The Grantee covenants for itself, its successors and assigns, and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee has received information from the Grantor about lead-based paint and lead-based paint hazards, and, although the property has not been used and is not currently used for residential purposes, has been informed of its obligations under 42 U.S.C. 4852d and is aware of its responsibility to ensure compliance thereof.

The Grantee, by acceptance of this deed, for itself, its successors or assigns, agrees to comply with any conditions and requirements in Exhibit "A," the "Notice of the Presence of Asbestos Warning," which is attached hereto, made a part hereof, and consists of one (1) page.

Further, reserving, saving and excepting to the Grantor, acting by and through its agency, the United States Coast Guard and all its agents, contractors and assigns, pursuant to 40 U.S.C. §§ 690-693, an unrestricted right of access to rehabilitate and recondition the conveyed property in order to exercise its continuing obligations and responsibilities to remediate contamination including, without limitation, that contamination, if any, from lead-based paint and asbestos.

(A) NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

(B) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance.

Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

- (a) in any case in which Grantee, his heirs, successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
- (b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, his heirs, successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
  - i. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
  - ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, his heirs, successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, his heirs, successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, his heirs, successor(s) or assign(s), or any party in possession.

(C) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to

Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

The property is on the National Register of Historic Places, and the Grantee, in consideration of this conveyance, hereby covenants on behalf of himself, his heirs, successors and assigns at all times to the State of Maryland, acting by and through its Historic Preservation Office and the Grantor to maintain and preserve the Hooper Island Lighthouse historic features all as more fully described in Exhibit "B", which is attached hereto, made a part thereof and consists of two (2) page(s).

Grantee covenants for itself, its successors, and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said Grantee and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, national origin, or sex in the use, occupancy, sale or lease of the Property or in their employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms with a family dwelling unit, nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of

the Property hereby conveyed and shall have sole right to enforce this covenant in any court of competent jurisdiction.

Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described, or any part thereof, that any construction or alteration is prohibited where notice to the Federal Aviation Administration (FAA) is required, unless a determination of no hazard to air navigation is issued by the FAA in accordance with Title 14 Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

The property hereby conveyed has heretofore been declared excess to the needs of the UNITED STATES OF AMERICA, is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services, acting pursuant to the above referred to laws, regulations and orders.

TO HAVE AND TO HOLD the foregoing light station, together with any improvements thereon, structures, related personal property, and appurtenances, unto Grantee, its successors and assigns forever.



IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed in its name by JAMES BRANDON, Contracting Officer, Property Disposal Division, General Services Administration, Region IV, Atlanta, Georgia, this the 26<sup>th</sup> day of May, 2009.

UNITED STATES OF AMERICA  
Acting by and through the  
Administrator of General Services

WITNESSES:

[Redacted]

By

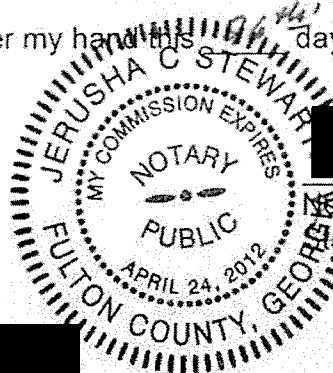
[Redacted]

JAMES BRANDON  
Contracting Officer  
Property Disposal Division  
General Services Administration  
Region IV, Atlanta, GA

STATE OF GEORGIA )  
                                  )  
COUNTY OF FULTON )

This day, before the undersigned, a Notary Public in and for the State of Georgia, personally appeared JAMES BRANDON, Contracting Officer, Property Disposal Division, General Services Administration, Region IV, Atlanta, Georgia, to me well known and known to be the person described in and who executed the foregoing instrument of conveyance on behalf of the UNITED STATES OF AMERICA, General Services Administration.

Given under my hand and seal this 26<sup>th</sup> day of May, 2009.



[Redacted]

Notary Public  
State of Georgia

TAXES NOT REQUIRED ON THIS DEED  
IN COMPLIANCE WITH CHAPTER 453

[Redacted]

314110

**NOTICE OF THE PRESENCE OF ASBESTOS WARNING**

The Grantee is warned that the property offered for sale contains asbestos-containing materials (ACMs). Unprotected or unregulated exposure to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

The Grantee was invited, urged and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, the Grantee was invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition or all or any portion of the property including, without limitation, any asbestos hazards or concerns.

No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. This failure of the Grantee to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender. The description of the property set forth in the Invitation for Bids (Offer To Purchase) and any other information provided therein with respect to said property is based on the best information available to the Government and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency shall not constitute grounds or reason for nonperformance of contract of sale, or any claim by the Grantee against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to the Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

The Grantee further agrees that in its use and occupancy of the property it will comply with all Federal and local laws relating to asbestos.

**HISTORIC COVENANTS**

The Hooper Island Lighthouse is listed in the National Register of Historic Places. The Grantee, in accepting this Deed, acknowledges and accepts the following conditions and covenants.

1. Grantee shall maintain and preserve the Property in accordance with the recommended approaches in *The Secretary of the Interior's Standards for Treatment of Historic Properties, 1995, Standards for Preservation* (Technical Preservation Services for Historic Buildings, National Park Service) in order to preserve and enhance the distinctive materials, features and spaces that make the Property eligible for inclusion in the *National Register of Historic Places*.
2. When rehabilitation is the appropriate treatment, Grantee shall rehabilitate the Property in consultation with the State Historic Preservation Officer (SHPO) and in accordance with the recommended approaches in the *Secretary of the Interior's Standards for Treatment of Historic Properties, 1995, Standards for Preservation* (Technical Preservation Services for Historic Buildings, National Park Service). Rehabilitation is appropriate when repair and replacement of deteriorated features is necessary or when alteration or additions to the property are planned.
3. Distinctive materials, features, landscapes, finishes, construction techniques and examples of craftsmanship that characterize a property shall be preserved including the historic setting.
4. Plans of proposed construction, alteration or replacement of distinctive materials, features, finishes or spaces or landscapes which could affect the appearance or structural integrity or historic setting of the Property shall be reviewed and approved by the Secretary of the Interior ("Secretary") in consultation with the State Historic Preservation Officer (SHPO) for consistency with *The Secretary of the Interiors Standards for Treatment of Historic Properties, 1995*.
5. Archaeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures must be undertaken with the express prior written permission of the SHPO. An Intensive Level archaeological survey should be undertaken by the Grantee where landscaping, new construction or any other types of ground-disturbing activities are planned.
6. The Secretary or authorized representative, and/or the SHPO shall be permitted at all times to inspect the Property in order to ascertain if the above conditions are being observed.
7. In the event of the SHPO determines that the property has ceased to be maintained in compliance with the covenants, conditions and restrictions set forth in this section, the SHPO will notify the Secretary and the Administrator.

8. The covenants, conditions and restrictions contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property.
9. The failure of the Grantor, the Secretary, the Administrator or the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
10. The covenants, conditions and restrictions set forth in this Historic Preservation Covenant shall constitute a binding servitude upon the Property and shall be deemed to run with the Property.



State of Maryland

LIBER 0968 FOLIO 191

DEPARTMENT OF ASSESSMENTS AND TAXATION

Dorchester County Office

MARTIN O'MALLEY  
Governor

C. JOHN SULLIVAN, JR.  
Director

DIANA T. C. WILLEY  
Supervisor of Assessments

March 4, 2010

To Whom It May Concern:



FROM: Diana T. C. Willey  
Supervisor of Assessments

RE: Hoopers Island Lighthouse

This is to certify that we do not have an account or assessment on the Hoopers Island Lighthouse. Therefore, the Dorchester County Finance Office does not have a tax bill.

If an account is established for the Lighthouse, it will probably be exempt and no taxes will be charged.

TELEPHONE (410) 228-3380  
501 Court Lane, Room 204, P.O. Box 488, Cambridge, Maryland 21613  
MRS (Maryland Relay Service) 1-800-735-2258 (TT/VOICE)

State of Maryland Land Instrument Intake Sheet

Baltimore City  County: Dorchester

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording/Validation

<b>1</b>	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.									
	Deed	Mortgage	<input checked="" type="checkbox"/> Other <u>Quit Claim Deed</u>	Lease	Other _____						
<b>2</b>	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]						
<b>3</b>	Tax Exemptions (if Applicable)	<table border="1" style="width: 100%;"> <tr> <td>Recordation</td> <td></td> </tr> <tr> <td>State Transfer</td> <td></td> </tr> <tr> <td>County Transfer</td> <td><u>exempt</u></td> </tr> </table>				Recordation		State Transfer		County Transfer	<u>exempt</u>
Recordation											
State Transfer											
County Transfer	<u>exempt</u>										
Cite or Explain Authority											
<b>4</b>	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only							
		Purchase Price/Consideration	\$ <u>0.00</u>	Transfer and Recordation Tax Consideration							
		Any New Mortgage	\$	Transfer Tax Consideration	\$						
		Balance of Existing Mortgage	\$	X ( ) % =	\$						
		Other:	\$	Less Exemption Amount	\$						
		Other:	\$	Total Transfer Tax	=	\$					
		Full Cash Value:	\$	Recordation Tax Consideration	\$						
<b>5</b>	Fees	Amount of Fees		Agent:							
		Recording Charge	\$ <u>75.00</u>	Tax Bill:							
		Surcharge	\$ <u>20.00</u>	C.B. Credit:							
		State Recordation Tax	\$	Ag. Tax/Other:							
		State Transfer Tax	\$								
		County Transfer Tax	\$								
		Other	\$								
		Other	\$								
<b>6</b>	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG <input type="checkbox"/> (5)				
		<u>N/A</u>									
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)			
		Location/Address of Property Being Conveyed (2)									
		Other Property Identifiers (if applicable)					Water Meter Account No.				
		Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/>		Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/>		Amount:					
		Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No		Description/Amt. of SqFt/Acreage Transferred:							
		If Partial Conveyance, List Improvements Conveyed:									
<b>7</b>		Transferred From	Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)					
			<u>United States of America</u>								
	Transferred To	Doc. 1 - Owner(s) of Record, if Different from Grantor(s)			Doc. 2 - Owner(s) of Record, if Different from Grantor(s)						
<b>8</b>	Transferred To	Doc. 1 - Grantee(s) Name(s)			Doc. 2 - Grantee(s) Name(s)						
		<u>United States Lighthouse Society</u>									
	New Owner's (Grantee) Mailing Address										
	<u>6561 TARTAN VISTA DRIVE, ALEXANDRIA VA 22312</u>										
<b>9</b>	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2 - Additional Names to be Indexed (Optional)						
<b>10</b>	Contact/Mail Information	Instrument Submitted By or Contact Person					<input type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided				
		Name:	[Redacted]								
	Firm:	[Redacted]									
	Address:	[Redacted]									
<b>11</b>	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER										
	Assessment Information	Yes <input type="checkbox"/> No <input type="checkbox"/>		Will the property being conveyed be the grantee's principal residence?							
		Yes <input type="checkbox"/> No <input type="checkbox"/>		Does transfer include personal property? If yes, identify: _____							
		Yes <input type="checkbox"/> No <input type="checkbox"/>		Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).							
	Assessment Use Only - Do Not Write Below This Line										
	<input type="checkbox"/> Terminal Verification		<input type="checkbox"/> Agricultural Verification		<input type="checkbox"/> Whole <input type="checkbox"/> Part		<input type="checkbox"/> Tran. Process Verification				
	Transfer Number:		Date Received:		Deed Reference:		Assigned Property No.:				
	Year	20	20	Geo.	Map	Sub	Block				

Ink Validation