



GSA Southeast Sunbelt Region

GSA Control No. 4-X-MD-0613-AB

LETTER AGREEMENT

This Letter Agreement is made and entered into this 5th day of August, 2022, by and between THE UNITED STATES LIGHTHOUSE SOCIETY (hereinafter referred to as ("USLHS")), a non-profit California Corporation, whose address is 9005 Point No Point Road, NE, Hansville, WA 98340 and the UNITED STATES OF AMERICA, acting by and through the General Services Administration (hereinafter referred to as "GSA" or collectively "The United States"), whose address is 77 Forsyth Street, S.W., Atlanta, Georgia, 30303, under and pursuant to the powers and authority contained in the provisions of the Property Act, 40 U.S.C. §§ 101 et seq., (formerly the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended), and the National Historic Lighthouse Preservation Act of 2000, Public Law 106-355, enacted October 24, 2000 (114 Stat. 1385-1390), codified at 54 U.S.C. §§ 305101-305106 (formerly codified at 16 U.S.C. § 470w-7 et. Seq.) ("NHLPA"), and regulations and orders promulgated thereunder.

WHEREAS, USLHS is the owner of that certain lighthouse and land described by deed dated May 26, 2009, and recorded in the Office of the County Clerk of Dorchester, Maryland in Liber 0968, Folio 179, to which deed reference is hereby made as if herein fully set out, and known as the THE HOOPER ISLAND LIGHTHOUSE and consisting of a 20' x 20' octagonal brick structure plus tower and lantern atop a 35 foot cylindrical caisson located at coordinates Latitude: 38.2560375147381, Longitude: -76.24967497492727 and more particularly described in Exhibit "A", which is attached hereto, made a part hereof, and consists of one (1) page.

WHEREAS, USLHS ownership interest in the lighthouse and land is subject to certain restrictions and covenants enumerated in the May 26, 2009 Deed;

WHEREAS, the United States and the USLHS agreed to reposition the asset because the USLHS was in breach of said restrictions and covenants encumbering the lighthouse and land;

THEREFORE, the Parties hereby agree to the following regarding the disposition of the Property:

A. DUTIES OF THE UNITED STATES

1. GSA shall draft a deed (the "Reconveyance Deed") to convey the lighthouse from USLHS, as Grantor, to a new purchaser of the party (the "New Grantee") to be placed in escrow with the date, identification of the New Grantee, and purchase price left blank.
2. GSA shall draft a Memorandum of Agreement ("MOA") between the United States Navy, Naval Air Warfare Center Aircraft Division ("NAWCAD") and the New Grantee.
3. Upon the facilitation of these documents, GSA shall market the Property for sale to the public in the ordinary manner under the Property Act and NHLPA for the disposal of surplus federal property.

4. GSA shall make public on the auction website an explanation to potential bidders that they must execute the MOA with NAWCAD as a condition of purchase before the Reconveyance Deed shall be recorded.
5. GSA shall determine the winner of the auction for the Property.

B. DUTIES OF THE USLHS

1. USLHS agrees to maintain insurance on the Property until the completion of the sale.
2. The property shall be free of debris and reasonable inspection by interested buyers.
3. USLHS shall execute the Reconveyance Deed and place it in escrow.
4. Upon GSA's determination of the auction winner, USLHS shall add the date, identification of New Grantee, and purchase price to the Reconveyance Deed and place the completed Reconveyance Deed in escrow.
5. After the purchase price is deposited in escrow by the New Grantee and the MOA is executed by the New Grantee, USLHS shall permit the recording of the Reconveyance Deed.
6. Upon the recording of the transfer of property, USLHS agrees that the purchase price and all proceeds from the sale of the Property shall be released to the United States.

C. CLOSING COSTS

All Transaction Fees, costs and expenses for escrow fees, title fees, photocopying, recording fees, and all other fees, charges and taxes with respect to this closing shall be paid by New Grantee. USLHS shall have no responsibility or liability for any such costs or expenses.

[Signature pages follow.]

IN WITNESS WHEREOF, THE UNITED STATES LIGHTHOUSE SOCIETY has caused this Agreement to be executed in its name and on its behalf this the 3 day of AUGUST, 2022.

The United States Lighthouse Society

By: [Redacted Signature]

WITNESSES:

[Redacted Witness Name]

[Redacted Witness Name]

STATE OF ^{NEW YORK} MARYLAND)

COUNTY OF ERIE)

I, the undersigned, a Notary Public in and for the , do hereby certify that this day personally appeared before me in the state and county aforesaid Michael N. Vocco with whom I am personally acquainted, for and on behalf of THE UNITED STATES LIGHTHOUSE SOCIETY , who acknowledged he/she executed, signed and delivered the foregoing document dated the 3rd day of AUGUST, 2022, after being authorized to do so.

Given under my hand and seal this 3rd day of AUGUST, 2022.

[Redacted Notary Name]

Notary Public

Notary Registration No. [Redacted]

My commission expires: 2/23/24

[NOTARY SEAL]

[Redacted Notary Seal]

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused this Agreement to be executed in its name and on its behalf this the 5th day of August, 2022.

THE U.S. GENERAL SERVICES ADMINISTRATION

WITNESSES:

[Redacted]

[Redacted]

By:

[Redacted]

Kristine L. Carson
Disposal Contracting Officer
Real Property Utilization and Disposal
Division
General Services Administration
Region IV, Atlanta, Georgia

STATE OF GEORGIA)

COUNTY OF FULTON)

I, the undersigned, a Notary Public in and for the State of Georgia, do hereby certify that this day personally appeared before me in the state and county aforesaid, KRISTINE L. CARSON, Disposal Contracting Officer, Real Property Utilization and Disposal Division, General Services Administration, Region IV, Atlanta, Georgia, with whom I am personally acquainted, for and on behalf of THE UNITED STATES LIGHTHOUSE SOCIETY, who acknowledged she executed, signed and delivered the foregoing document dated the 5th day of August, 2022, after being authorized to do so.

Given under my hand and seal this 5th day of August, 2022.

[Redacted]

Notary Public
State of Georgia

My commission expires: 7/1/2026

[NOTARY SEAL]

[Redacted]

EXHIBIT A
Legal Description

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.