



202511240052

11/24/2025 11:23 AM Pages: 1 of 14 Fees: \$316.50
Skagit County Auditor

RECORDING REQUESTED BY:

UNITED STATES OF AMERICA
By and through the
U.S. General Services Administration

WHEN RECORDED, MAIL TO:

Northwest Schooner Society
P.O. Box 75421
Seattle, WA 98175
Attention: Shawna R Williams, President

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2025 3824
NOV 24 2025

Amount Paid \$ 0
Skagit Co. Treasurer
By Deputy

LT

QUITCLAIM DEED

THIS DEED is made as of the 18th day of November, 2025, between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (the "Grantor"), under and pursuant to the powers and authority contained in the provisions of the National Historic Lighthouse Preservation Act of 2000 (54 U.S.C. § 305101 et. seq.), an amendment to the National Historic Preservation Act of 1966 (the "NHLPA"), and the NORTHWEST SCHOONER SOCIETY, a nonprofit organization organized under the laws of the State of Washington (the "Grantee").

Grantor, without monetary consideration, does hereby GRANT, GIVE, REMISE AND RELEASE, without covenants, warranties or representation of any kind or nature, express or implied, unto the said Grantee, its successors and assigns, the property commonly known as the **BURROWS ISLAND LIGHT STATION** (GSA Control No. 9-U-WA-1232-AA) (Coordinates: 48°28'41"N 122°42'49"W), hereinafter referred to as the "Property", and more fully particularly described as:

P32494

All of the land in Lot 2, Section 32, Township 35 North, Range 1 East Willamette Meridian, Skagit County, Washington, lying West of the following described property line; Commencing at the Southwest Corner of NE 1/4 of the NE 1/4 of said Section 32;

Thence West 1500 feet, more or less, along the North line of said Lot 2 to the intersection with the high water line of Rosario Strait which is the true point of beginning of said property line; Thence South 700 feet to a point; Thence South 40° East 510 feet, more or less, to the high water line of Rosario Strait. Containing **8.2 acres** of land, more or less.

The Property is improved with assets as set forth in its application for the Property to the Department of Interior dated November 20, 2006 (the "Application") and subsequently accepted by the Department of Interior, and incorporated herein by reference. The Property improvements include, but are not limited to multiple structures, which comprised, are known as the "Burrows Island Light Station" (The "Light Station") and natural landscaping and hardscaping improvements as further described in the Application.

The Property is conveyed subject to the covenants, conditions, and restrictions hereinafter contained as set forth in the NHLPA. The Property is conveyed subject to any and all existing reservations, easements, restrictions, covenants and rights, recorded or unrecorded, including but not limited to an) easements, reservations, rights and covenants described herein; any state of facts that would be disclosed by a physical examination of the Property; any state of facts that an accurate and adequate survey would disclose; and any and all other matters of record.

NOTICE OF THE PRESENCE OF LEAD-BASED PAINT

Grantee hereby acknowledges the required disclosure, in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d (Title X), of the presence of any known lead-based paint and/or lead-based paint hazards in target housing constructed prior to 1978 on the Property. This disclosure includes the receipt of available records and reports pertaining to lead-based paint and lead-based paint hazard; and receipt of the lead hazard information pamphlet. Grantee further acknowledges that Grantee was given the opportunity to inspect, and thereby assess, the Property for lead-based paint hazard .

Grantee covenants and agrees, that in any improvements on the Property defined as "target housing" by 24 CFR 35 and constructed prior to 1978, lead-based paint hazards will be

disclosed to potential occupants in accordance with Title X before any use of such improvements as a residential dwelling.

Grantee further covenants that Grantee, with respect to target housing constructed prior to 1960, will abate, at Grantee's own cost, all lead hazards in accordance with 40 CFR 745.227(e) and other applicable laws and regulations, prior to the occupancy of any residential structures on the Property. Grantee agrees, at no cost, to make current any risk assessment provided by the Government if more than 12 months have elapsed since the risk assessment was prepared and the commencement of on-site preparation activities for the abatement. Following the abatement, Grantee shall obtain a clearance examination, in accordance with 40 CFR 745.227(e) and 24 CFR 35.1340 (c) through (f) and conducted by a person certified to perform risk assessments or lead-based paint inspections. The examination must show that the clearance samples meet the standards set forth in 24 CFR 35.1320(b)(2). Grantee must obtain a clearance report, prepared by a person certified to perform risk assessments or lead-based paint inspections and in accordance with 40 CFR 745.227(e)(10).

Grantee covenants and agrees that in its use and occupancy of the Property it will comply with 24 CFR 35 and 40 CFR 745 and all applicable Federal, State and local laws relating to lead-based paint; and that Grantor assumes no liability for damages for property damage, personal injury illness, disability, or death, to Grantee, its successors or assigns, 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 lead-based paint on the Property described in this deed, whether Grantee, and its successors or assigns, have properly warned or failed to properly warn the individual(s) injured. Grantee further agrees to indemnify, defend and hold harmless the Grantor from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to the presence of lead-based paint hazard on the Property, any related abatement activities, or the disposal of any material from the abatement process.

ENVIRONMENTAL CONSIDERATIONS, NOTICE & COVENANT REGARDING HAZARDOUS SUBSTANCE ACTIVITY

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.

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, its successors or assigns, 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 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, its successors or assigns, or any party in possession after the date of this conveyance that either: (i) result 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, its successors or assigns, seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successors or assigns, shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include 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, its successors or assigns, or any party in possession.

Reservation of Right of 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 action 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 the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

APPLICATION TO THE NATIONAL PARK SERVICE - BINDING AGREEMENT RELATED TO USE OF THE PROPERTY. The Property is subject to the terms, conditions, restrictions and covenant set forth in the Application. The Application constitutes a binding agreement in its entirety between the Grantee and the Federal government and shall remain in effect unless written modifications are agreed upon by both parties.

HISTORIC PRESERVATION AND OTHER USES

1. Limitations on Sale, Conveyance, etc. The Grantee shall not sell, convey, assign, exchange, or encumber the Property, any part thereof or any associated historic artifact conveyed to the eligible entity in conjunction with the historic light station conveyance, including but not limited to any lens or lanterns, unless such sale, conveyance, assignment, exchange or encumbrance is approved by the National Park Service prior to its execution.
2. Commercial Activities. The Grantee may conduct any commercial activities at the Property, any part thereof, or in connection with any associated historic artifact conveyed to the eligible entity in conjunction with the historic light station conveyance, in any

manner, provided that such commercial activities are approved by the National Park Service.

3. Reversionary Interest of the United States. The Property , or any associated historic artifact conveyed to the Grantee, including but not limited to any lens or lanterns, shall at the option of the GSA Administrator, revert to the United States and be placed under the administrative control of the Administrator, if:
 - a. the Property, any part thereof, or any associated historic artifact ceases to be available for education, park, recreation, cultural, or historic preservation purposes for the general public at reasonable times and under reasonable conditions which shall be set forth in the application;
 - b. the Property or any part thereof ceases to be maintained in a manner that ensures its present or future use as a site for a Federal aid to navigation;
 - c. the Property, any part thereof, or any associated historic artifact ceases to be maintained in compliance with the NHLPA, the Secretary of the Interior's "Standards for the Treatment of Historic Properties," 36 CFR part 68, and other applicable laws;
 - d. the Grantee sells, conveys, assigns, exchanges, or encumbers the Property, any part thereof, or any associated historic artifact, without approval of the National Park Service;
 - e. the Grantee conducts any commercial activities at the Property, any part thereof, or in conjunction with any associated historic artifact, without approval of the National Park Service;
 - f. or at least 30 days before the reversion, the Administrator of GSA provides written notice to the owner that the Property or any part thereof is needed for national security purposes.

COMPLIANCE.

1. The Government and any representative it may so delegate, shall have the right of entry upon the Property at any time to conduct periodic inspection to ensure compliance with the terms and conditions of the conveyance. The failure of any agency of the United States to exercise any right, term, covenant, condition or remedy granted under either this instrument or a deed of conveyance from the United States for a historic light station

shall not be deemed to be a waiver of the same or any other term, covenant, condition, right or remedy. No term, covenant, condition, right or remedy shall be deemed to have been waived by the United States unless such waiver is in writing executed by a duly authorized representative of the United States.

2. Beginning no later than two years from the date of conveyance, the Grantee shall prepare reports describing the preservation, management and use of the Property, and provide financial statements from its operation. The time frames and specific materials requested will be determined by the National Park Service region in which the light station is located working in conjunction with the State Historic Preservation Officer. The National Park Service will contact the Grantee no later than three months prior to any report being due with specific requirements.

EASEMENT FOR FEDERAL AIDS TO NAVIGATION ("ATON")

The Department of Homeland Security, United States Coast Guard ("USCG") is the Federal agency responsible for operating and maintaining the ATONs and associated equipment at the Property, without any obligation on the part of the Grantee to maintain, repair or replace the ATONs. The Grantee acknowledges and agrees that it is accepting title to the Property subject to an easement for the benefit of the United States to install, operate, and maintain active aids to navigation. In further of its right to continue such functions, the United States hereby expressly reserves perpetual and assignable the following easement rights:

1. The unrestricted right to keep, locate, service, maintain, operate, install, remove, repair, and replace the ATONS and any and all associated equipment on the Property.
2. The unrestricted right to relocate or add any ATONS and any and all associated equipment, or make changes on any portion of the Property as may be necessary for navigational purposes or in the service of any regional aids to navigation.
3. A right of access to, over and across the Property in favor of the United States for the purpose of servicing, maintaining, locating, operating, installing, removing, repairing, and replacing the ATONS and any and all associated equipment on the Property. The United States shall have the right to enter the Property at any time for the purpose of

maintaining the ATONs and associated equipment and performing the other functions contemplated herein. Access shall be across any portion of the Property as necessary. Upon completion of the servicing, maintaining, operating, repairing and replacing of ATONs and any associated equipment, the Property shall, at the sole cost of the United States, subject to the availability of appropriated funds, be left as nearly as reasonably possible in the same condition as before any such work began.

4. The right of the United States for the purpose of preserving and maintaining an Arc of Visibility for the beacon as follows: nothing will be constructed, maintained or permitted from the center of the Property 360 degrees or of a height sufficient to interfere with or obstruct the Arc of Visibility of the Property.
5. The right of the United States to utilize the signal horn at any time and in any manner it deems necessary.
6. The Grantee shall not interfere with or allow interference in any manner with any ATONs or associated equipment, nor hinder activities required for the operation and maintenance of any ATONs or associated equipment in use on the Property without express written permission from the USCG.

GENERAL TERM AND CONDITIONS

1. The Grantee shall save, hold harmless, defend, and indemnify the United States, its employees, agents, and representatives from any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that arises from the Grantee's or the Grantee's employee's, agent's, or representative's use or occupancy of the property and/or the Grantee's failure to comply with the terms and conditions of the conveyance.
2. The Grantee shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All

instruments of conveyance and security documents shall be recorded at the Grantee's expense within 30 days of their receipt in the manner prescribed by local recording statutes.

3. The Grantee shall provide the General Services Administration with a certified copy of the instrument of conveyance within 30 days of the date of recordation which indicates the date, location, and book and page number of its recording.
4. The Grantee further covenants and agrees for itself, its successors, and assigns, to comply with the provisions of the Federal Disaster Protection Act of 1973 (87 Stat. 975); Executive Order 11988, relating to the evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; and Executive Order 11990, relating to the protection of wetlands, where and to the extent said Act and Orders are applicable to the property herein conveyed, and the approved Applicant shall be subject to any use restrictions issued under said Act and Orders
5. In support of eligibility to acquire the property under NHLPA, Grantee submits the "Master Plan" for the historic light station as part of the application attached hereto. The "Master Plan" may be amended from time to time at the request of either the Grantee or the Federal government, with the written concurrence of the other party. Such amendments will be added to, and become a part of, the original "Master Plan." As part of the review of any amendments, the Federal government is required to comply with Section 106 of the National Historic Preservation Act, as amended, and the National Environmental Policy Act, as amended. The Applicant further agrees that it will furnish such data, maps, reports, and information as may be requested by the Federal government to comply with these, and any other, laws as required.
6. The Grantee further covenants and agrees for itself, its successors and assigns, to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the property requested in this application, including, but not limited to:

- a. All requirements imposed by or pursuant to the regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);
 - b. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;
 - c. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;
 - e. The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151), which requires facilities located on the property to be accessible to the physically handicapped; and
 - f. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.
7. The Grantee shall, within three months of the date of the recording of the instrument of conveyance, erect and forever maintain a conspicuous sign or signs near the principal point or points of access to the property that states: "The United States of America donated this property to the Northwest Schooner Society for preservation and public use through the National Historic Lighthouse Preservation Act. This program is administered by the National Park Service."
8. The Grantee agrees that all income from the property shall be used for preservation and maintenance of the property according to the Grantee's Master Plan. While a reasonable amount of excess income may be carried forward from year to year to meet preservation and maintenance costs, all other excess income must be used for historic preservation, educational, or recreational purposes enunciated in the transfer agreement.

REVERSION

1. Title to the property transferred shall revert to the United States of America at its option for non-compliance with any of the terms and conditions of the conveyance. In the event that there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the United States at its option. The United States, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the approved Applicant, its successor and assigns, shall forfeit all right, title, and interest in said premises and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging.
2. The Grantee, by its acceptance of the deed, covenants and agrees for itself, and its successors and assigns, that in the event the United States exercises its power to terminate the Grantee's estate in the Property then the approved Applicant shall provide protection to and maintenance of the Property at all times until such time as the title is actually reverted, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the GSA in its Federal Property Management Regulations in effect at the time of the reversion. Prior to any such reversion, the Grantee further agrees to complete and submit to the United States an environmental assessment of the Property that sufficiently documents and evaluates its condition in regard to the release of hazardous substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended [42 U.S.C. § 9601(14)].

All of the covenants, conditions, restrictions, and obligations described in this Deed, run with the Property and are binding upon the Grantee and its heirs, successors, and assigns. Grantee's acceptance of this Deed is an acknowledgement that it is bound by all such covenants, conditions, restrictions, and obligations.

TO HAVE AND TO HOLD the Property with all privileges and appurtenances thereunto belonging to the Grantee.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed as of the day and year first written above.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

BY: 

David Haase
Director and Contracting Officer
Office of Real Property Disposition
U.S. General Services Administration

CERTIFICATE OF ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

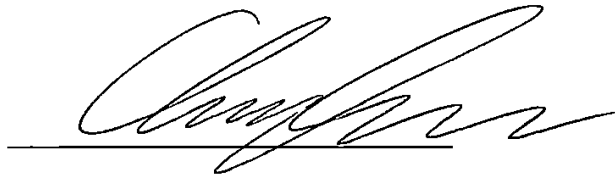
County of San Francisco)

On November 18, 2025, before me, Notary Public, personally appeared David Haase, who proved to me

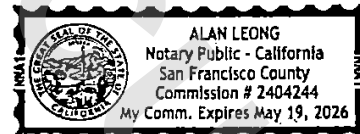
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Signature of Notary Public)



(Notary Public Seal)

CERTIFICATE OF ACCEPTANCE

IN WITNESS WHEREOF, Grantee has signed this instrument as of November 22, 2025.

Northwest Schooner Society
P.O. Box 75421
Seattle, WA 98175

By *Shawna Williams*
Shawna R Williams, President

CERTIFICATE OF ACKNOWLEDGMENT

State of WA)
County of King)SS

On Nov 22nd, 2025, before me, a Notary Public in and for the State of Washington, personally appeared Shawna R Williams, known to me to be the President, and known to me to be the person who executed the foregoing instrument on behalf of the Northwest Schooner Society, and acknowledged to me that he/she executed the same as the free act and deed of the State of Washington.

WITNESS my hand and official seal.

CE
(Signature of Notary Public)

My commission expires 08/03/2026

