

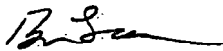
DocuSigned by:

100 Blue Stone Rd LLC by Waymon B. Griner, Jr, as manager

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Recording requested by  
and when recorded mail to:

Prepared by:



Benjamin Lorber  
Assistant Regional Counsel  
General Services Administration  
77 Forsyth Street SW, Suite 600  
Atlanta, GA 30303  
GSA Control No. 4-G-WV-0050-AA  
Contract No. GS-04-D-21-CBE-0008

CLAY LAW FIRM PLLC  
PICK UP

**QUITCLAIM DEED**

**THIS INDENTURE**, made as of this 15<sup>th</sup> day of November, 2021, between the **UNITED STATES OF AMERICA**, acting by and through the Administrator of General Services ("GSA"), whose address is 77 Forsyth Street, S.W., Atlanta, GA 30303, under and pursuant to the powers and authority contained in the provisions of the Property Act, 40 U.S.C. § 101, §§ 541-544, (formerly the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended), and regulations and orders promulgated thereunder, hereinafter referred to as "Grantor," and **100 BLUE STONE ROAD, LLC**, a limited liability company, whose mailing address is 3225 McLeod Dr, Suite 100 Las Vegas, NV 89121, hereinafter referred to as the "Grantee".<sup>1</sup>

**WITNESSETH**

<sup>1</sup> 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 of America and includes where context requires, the "Government" or "GSA." The terms "land", or "Property", and the real estate described in Exhibit "A" shall be referred to interchangeably. The parcels or tracts, or areas specified in any attachments shall be indicated and referred to where the case so demands.

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The Grantor, in consideration of TWO HUNDRED AND SIX THOUSAND AND 00/100 DOLLARS (\$206,000.00) 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, in fee simple, without representation or warranty, expressed or implied, except as expressly stated herein, that certain property situated within the City of Mount Hope, County Fayette, and State of West Virginia, consisting of approximately 0.96 acre of land improved with approximately 34,568 gross square feet across one main building and two ancillary structures located at 100 Bluestone Road, Mount Hope, West Virginia, (the "Property"), and more particularly described in Exhibit "A", which is attached hereto, made a part hereof, and consists of one (1) page.

IT BEING the same tract or parcel of land conveyed to the United States of America from:

The City of Mount Hope by deed dated January 26, 1951, and recorded in the office of the Clerk of the County Court of Fayette County, West Virginia in Book 158, Pages 492 & 493.

TOGETHER with all and singular the buildings, improvements, ways, alleys, waters, easements, rights, liberties, privileges, hereditaments, and appurtenances to the same belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof, excepting any rights as herein specifically reserved or excepted.

#### "AS IS, WHERE IS"

a. Grantee agrees and acknowledges that Grantor is selling 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 the United States of America, as Grantor, 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 United States of America and its 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 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 compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements

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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 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 Grantor's obligation under the CERCLA covenant or any other statutory obligations.

SUBJECT to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, including but not limited to rights-of-way for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein, and any matters which a current accurate survey would disclose.

**(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, its 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, its 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.

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100 Blue Stone Rd LLC by Waymon B. Griner, Jr, as manager

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iii. in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

(2) In the event Grantee, its successor(s) or assign(s), seek 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, its successor(s) or assign(s), 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 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.

**(D) NOTICE of Presence of Lead-Based Paint for Non-Residential Real Property Constructed Prior to 1978.** GRANTEE is put on notice that the PROPERTY has buildings built prior to 1978 and is thereby notified that such property may present exposure to lead from lead-based paint. Moreover, GRANTEE covenants and agrees, for itself and its assigns, that in its use and occupancy of the PROPERTY it will comply with all applicable Federal, State and local laws relating to lead-based paint; and that GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE, its successors or assigns, or 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 the Quitclaim Deed, whether GRANTEE, its successors or assigns has properly warned or failed to properly

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*100 Blue Stone Rd LLC by Waymon B. Griner, Jr, as manager*

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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 hazards on the PROPERTY; GRANTEE covenants and agrees that it will comply with all Federal, State, local, and any other applicable law(s) regarding the lead-based paint hazards with respect to the PROPERTY.

**(E) NOTICE of the Presence of Asbestos-Containing Materials.**

1. THE GRANTEE IS WARNED that the Property contains asbestos-containing materials. 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.
2. THE GRANTEE is invited, urged, and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions thereto. The Grantor will assist Grantee in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Grantee shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.
3. 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. The failure of any bidder 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.

**(F) Historic and Cultural Preservation Covenant.** The Property is considered eligible for listing in the National Register of Historic Places ("National Register"). The Property is conveyed subject to the Historic Preservation Covenant in Exhibit "B", which is attached hereto, made a part hereof, and consists of two (2) pages.

**(G) NOTICE of Underground Storage Tank.** The Property has a 1,000-gallon capacity underground storage tank which was closed in place in September of 2018 according to requirements of the West Virginia Department of Environmental Protection.

**(H) Document Box.** GRANTEE covenants that at such time as buildings on The Property are demolished, if any document box is found, which should be located behind a cornerstone or other such identifiable monument, it shall remain the property of the Government and shall be delivered, unopened to the National Archives and Records Administration, Washington, DC.

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100 Blue Stone Rd LLC by Waymon B. Griner, Jr, as manager

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The Property hereby conveyed has heretofore been declared surplus 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 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.]



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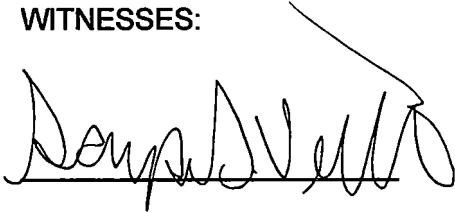
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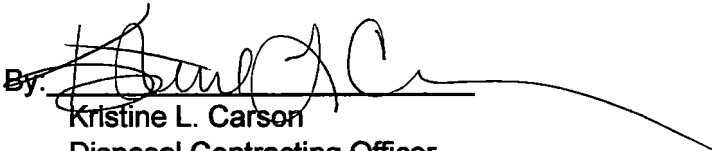
IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused this Indenture to be executed in its name and on its behalf this the 15<sup>th</sup> day of November, 2021.

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

WITNESSES:





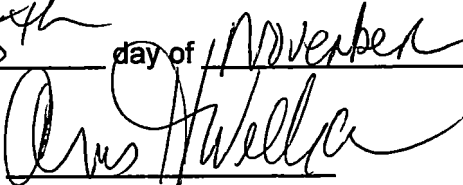
By: 

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

STATE OF Georgia )  
COUNTY OF Cobb )

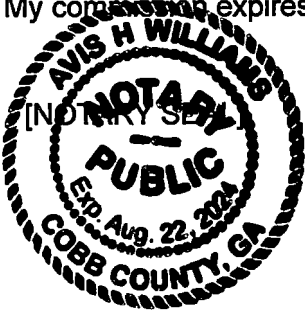
I, the undersigned, a Notary Public in and for the State of GA, do hereby certify that this day personally appeared before me in the state and county aforesaid, KRISTINE L. CARSON, Disposal Contracting Officer, Real Property Utilization and Disposal Division, General Services Administration, Region IV, Atlanta, Georgia, with whom I am personally acquainted, for and on behalf of the UNITED STATES OF AMERICA, who acknowledged she executed, signed and delivered the foregoing document dated the 15<sup>th</sup> day of November, 2021, after being authorized to do so.

Given under my hand and seal this 15<sup>th</sup> day of November, 2021.



Notary Public  
State of GA

My commission expires: 8/22/24



DocuSigned by:

100 Blue Stone Rd LLC by Waymon B. Griner, Jr, as manager

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**ACCEPTANCE**

I, Waymon B. Griner, Jr, on behalf of 100 Blue Stone Road, LLC, the GRANTEE,  
hereby accept this Quitclaim Deed and by such acceptance agrees to all the terms and  
conditions thereof.

Executed this 17<sup>th</sup> day of November, 2021.

  
\_\_\_\_\_  
WAYMON B. GRINER, JR.  
Manager  
100 Blue Stone Road, LLC

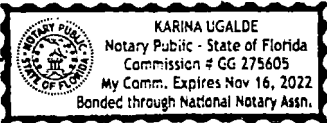
STATE OF Florida,  
COUNTY OF Broward

I HEREBY CERTIFY, that on this 17<sup>th</sup> day of November, in the year 2021,  
before the subscriber, personally appeared WAYMON B. GRINER, JR., 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: 11/16/2022

[NOTARY SEAL





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*100 Blue Stone Rd LLC by Waymon B. Griner, Jr, as manager*  
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**Exhibit “A”**

**Legal Description**

**BEGINNING** at an iron pipe on the West side of the Bluestone Road, a corner to a tract of land owned by the City of Mt. Hope, West Virginia, said iron pipe being also on the Northern right of way line of the Chesapeake and Ohio Railway Company, thence following said Northern right of way line of the chord of the curve bearing N 60° 56’ W and being 319.37 feet in length, to a point in said right of way line, thence leaving said right of way line of the Chesapeake and Ohio Railway Company and passing into a tract of land owned by the City of Mt. Hope, West Virginia, N 8° 30’ E 99.64 feet to a point in the property boundary line of the Boy Scouts of America tract (City of Mt. Hope), thence following the property boundary S 81° 30’ E 142.26 feet to a 4” x 4” locust marker, a common corner of said Boy Scouts of America tract and land owned by John W. and Anne Massing, thence following the property boundary line of said tract of land owned by John W. and Anne Massing S 68° 21’ E 183.00 feet to a 4” x 4” locust marker, a corner of land owned by John W. and Anne Massing which is on the Western Boundary line of the Bluestone Road, thence following said Western boundary line of the Bluestone Road, S 15° 37’ W 171.70 feet to the point of beginning, containing by estimation 1.00, net acres.


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Exhibit "B"

**Historic Preservation Covenant**

Covenant. 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 land and building comprising the Property as described above in this Deed, identified on a 0.96 acre parcel located at 100 Bluestone Road in the City of Mount Hope, Fayette County, West Virginia containing the Federal Building & Garage (SHPO ID: FA-0940), Fayette County tax parcel 10-08-0005-0061- 0000 (District 8, Map 5, Parcel 61), is hereby conveyed subject to the following conditions, restrictions and limitations, which are hereinafter identified and described as covenants running with the land:

1. Grantee shall preserve and maintain the Property in accordance with the recommended approaches in The Secretary of the Interior's Standards for the Treatment of Historic Properties (National Park Service, 2017) in order to preserve and enhance those character defining features that make the Property eligible for inclusion in the National Register of Historic Places.
2. No demolition, construction, alteration, remodeling, or any other activity shall be undertaken or permitted to be undertaken on the Property which would affect historically significant exterior features or interior spaces of the Property without the express prior written permission of the State of West Virginia through the Historic Preservation Office of the Department of Arts, Culture and History (hereafter referred to as the "SHPO") signed by a fully authorized representative thereof. The SHPO will make all reasonable efforts to respond within thirty (30) days to any submissions intended to comply with the stipulations enumerated in this paragraph. However, a lack of or delay in response from the SHPO shall not be understood or interpreted as approval of the proposed activity.
3. Grantee may carry out activities which are listed below under this condition without the express prior written permission of the SHPO, provided that Grantee ensures that they are carried out in a manner consistent with the standards set forth at Condition 1. For the purposes of this covenant, "in-kind" shall be defined as the use of materials for repairs or replacements that match the original material in design, color, texture, other visual properties, and materials:
  - a. non-decorative painting of previously painted surfaces; painting in-kind in public spaces; painting of private spaces;
  - b. wood refinishing;
  - c. cleaning and waxing of floors;
  - d. repairs to windows using in-kind materials; window cleaning;
  - e. landscaping in previously landscaped or otherwise disturbed areas provided that such activities do not go below the depth(s) of existing disturbance(s); such landscaping may include in-kind paving repair, but not the paving of previously unpaved areas, and minor plant removal / replacement in landscaped areas visible to the public (landscaping does not include new construction);
  - f. heating, ventilation, and air conditioning systems repairs, or plumbing and electrical repairs in-kind that will not require new penetrations of building fabric.

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4. Grantee shall be allowed to respond to an emergency as required by law, or as directed by governmental authorities, or as necessary to protect life and property (due to an "Act of God"), without violation of this agreement, and will notify the SHPO of such actions with 72 hours of the event.
5. The SHPO shall be permitted to inspect the Property upon reasonable notice to the Grantee in order to ascertain if the above conditions are being observed.
6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, SHPO may, following reasonable notice to Grantee, institute suit to enjoin said violation or to require the restoration of the Property. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees. For the purposes of this stipulation, "reasonable notice" shall be defined as notification in writing or via electronic communication (e.g., e-mail) followed by a period no less than thirty (30) days for response.
7. Grantee agrees that SHPO may at its discretion, without prior notice to Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.
8. This covenant is binding on Grantee, its heirs, successors, and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by 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 or any part thereof.
9. The failure of 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. The covenant shall be a binding servitude upon the Property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that Grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

Fayette County  
Michelle L. Holly, Clerk  
Instrument 202100024524  
11/22/2021 @ 10:34:12 AM  
QUIT CLAIM DEED  
Book 819 @ Page 549  
Pages Recorded 11  
Recording Cost \$ 33.00