

Recording requested by
and when recorded mail to:

Prepared by:

Assistant Regional Counsel
General Services Administration
77 Forsyth Street SW, Suite 600
Atlanta, GA 30303
GSA Control No. 4-D-AL-0835-AB

QUITCLAIM DEED

THIS INDENTURE, made as of this ____ day of _____, 2023, between the **between THE CITY OF ANNISTON, ALABAMA**, ("The City of Anniston"), whose mailing address is whose mailing address is 4309 McClellan Blvd, Anniston, AL 36206-2812, 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, in fee simple, without representation or warranty, expressed or implied, except as expressly stated herein, that certain property situated within the County of Calhoun in Anniston, Alabama, consisting of one parcel of land containing approximately a 0.49 acre of land and more particularly described in Exhibit "A".

IT BEING the same tract or parcel of land conveyed to the Grantor from:

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 City of Anniston. 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.

The United States of America by deed dated December 29, 1999, and recorded in the Recording Division of Calhoun County, Alabama in Book 2131, Page 649.

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 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 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 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 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.

SUBJECT TO the following restrictions, covenants, conditions and/or reservations of right set forth in the Quitclaim Deed dated December 29, 1999, conveying the Property from the United States of America to the City of Anniston:

- a. notice regarding the presence of asbestos and covenant;
- b. notice of the presence of lead-based paint (LBP) covenant and warning against the use of the property for residential purposes;
- c. historic preservation covenant;
- d. notice regarding the presence of polychlorinated biphenyl (PCB) containing equipment.

SUBJECT ALSO 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 public roads, highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein, and any matters which a detailed survey and inspection would reveal.

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.]

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 _____, 2023.

STATE OF _____)

COUNTY OF _____)

I HEREBY CERTIFY, that on this ___ day of _____, in the year 2023 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]

Exhibit "A"

Legal Description

Former Ft. McClellan Fire Station
34 Traffic Circle (Bldg. 69 Headquarters Road)
Anniston, AL, 36205
GSA Control Number: 4-D-AL-0835-AB

All that tract or parcel of land lying and being in Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, more particularly described as follows:

Beginning at point which is 400 feet, more or less, south of the north line and 650 feet, more or less, east of the west line of said Section 22, on the south side of Headquarters Road and at plane coordinate position North 1,169,754.86 feet and East 512,355.32 feet, based on Transverse Mercator Projection, Alabama East Zone, NAD '27;

Thence S 56° 05' E along the south side of said Headquarters Road a distance of 110.1 feet;

Thence southeasterly along a curve to the right, the chord of which bears S 03° 02' E a distance of 20.7 feet, more or less, to a point on the east side of Summerall Gate Road;

Thence S 16° 36' W along the west side of said Summerall Gate Road a distance of 101.7 feet;

Thence N 60° 01' W 52.3 feet;

Thence S 36° 49' W 35.7 feet;

Thence N 51° 48' W 30.6 feet;

Thence S 30° 09' W 29.7 feet;

Thence N 43° 37' W 77.2 feet;

Thence N 35° 43' E 163.6 feet, more or less, to the point of beginning.

Containing 0.49 of an acre, more or less, and being a part of the Original Reservation Area, Fort McClellan, Alabama.

The bearings and distances used herein are based on deed description.

It is the intent of the foregoing description to include all of the same land as described in a deed dated December 29, 1999 from the United States of America to the City of Anniston and recorded in the Recording Division of Calhoun County, Alabama in Book 2131, Page 649.

CERTIFICATE OF RECORDATION

STATE OF ALABAMA)
)
COUNTY OF CALHOUN)

This is to certify that a Deed dated the _____ day of _____, 2023, from **THE CITY OF ANNISTON** to _____ was filed for record at _____ o'clock __.m., on the ___ day of _____, 2023, and has been recorded in Book No. _____, Page _____, of the public records of my office.

This the _____ day of _____, 2023.

Recording Division Calhoun County

By: _____

PLEASE RETURN TO:

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

GSA Control No. 4-D-AL-0835-AB