



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

LETTER AGREEMENT

This Letter Agreement is made and entered into this 25th day of July, 2023, by and between THE CITY OF ANNISTON, ALABAMA, (hereinafter referred to as "The City of Anniston"), whose principal office is 4309 McClellan Boulevard, Anniston, Alabama 36206, 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 regulations and orders promulgated thereunder.

WHEREAS, THE CITY OF ANNISTON is the owner of that certain property described by deed (the "1999 Deed") dated December 29, 1999 and recorded in the Recording Division of Calhoun County, Alabama in Book 2131, Page 649, to which deed reference is hereby made as if herein fully set out, and known as the former Ft. McClellan Fire Station and consisting of one parcel of land containing approximately a 0.49 acre of land and improvements located at 34 Traffic Circle (Bldg. 69 Headquarters Road), Anniston, Alabama (the "Property"), and more particularly described in Exhibit "A", which is attached hereto, made a part hereof, and consists of one (1) page.

WHEREAS, The City of Anniston's ownership interest in the Property is subject to certain restrictions and covenants enumerated in the 1999 Deed;

WHEREAS, The United States owns a reversionary interest in the Property, exercisable in the event of a breach of any of the conditions subsequent or in the event of a breach of any other terms and covenants of the 1999 Deed;

WHEREAS, The City of Anniston is presently in breach of said restrictions and covenants encumbering the Property;

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 to convey the property from the City of Anniston, as Grantor, to a new purchaser of the property (the "Reconveyance Deed") to be placed in escrow with the date, identification of Grantee, and purchase price left blank.
2. GSA shall draft and execute a Release of Restrictions removing certain restrictive covenants on the use of the Property. The Release of Restrictions shall be placed in escrow.

3. Upon the execution of these documents by the parties to this Agreement, GSA shall market the Property for sale to the public in the ordinary manner under the Property Act for the disposal of surplus federal property.
4. GSA shall make public on the auction website an explanation to potential bidders that the Release of Restrictions will be recorded immediately prior to the Reconveyance Deed, and therefore should bid on the property as if it is unencumbered by the use restrictions contained in the 1999 Deed.
5. GSA shall determine the winner of the auction for the Property.

B. DUTIES OF THE CITY OF ANNISTON

1. The City of Anniston agrees to maintain insurance on the Property until the completion of the sale.
2. The City of Anniston agrees to continue providing protection and maintenance to the property, including maintaining the landscape and grounds.
3. The City of Anniston agrees to remove all personal property, stored items, and debris from the building (fire station) no later than July 31, 2023. The building will be turned over in 'broom-clean' condition. Following clean-up, the City of Anniston will provide GSA with interior photos to be used for marketing the property.
4. The City of Anniston shall execute the Reconveyance Deed and return the notarized document to the control of GSA, who will place it in escrow prior to closing.
5. Upon GSA's determination of the auction winner, the City of Anniston shall permit GSA to add the date of agreement, identification of Grantee, and purchase price to the Reconveyance Deed on its behalf and place the completed Reconveyance Deed in escrow.
6. After the purchase price is deposited in escrow by the Grantee, the City of Anniston shall permit the recordation of the Release of Restrictions followed by the Reconveyance Deed.
7. Upon the recording of the transfer of property, the City of Anniston 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 Grantee. The City of Anniston shall have no responsibility or liability for any such costs or expenses.

[Signature pages follow.]

IN WITNESS WHEREOF, THE CITY OF ANNISTON has caused this Agreement to be executed in its name and on its behalf this the 25th day of July, 2023.

CITY MANAGER
THE CITY OF ANNISTON

By: [Redacted Signature]
[Redacted Name]

WITNESSES:

[Redacted Witness Name]

STATE OF ALABAMA)
)
COUNTY OF Calhoun)

I, the undersigned, a Notary Public in and for the State of Alabama , do hereby certify that this day personally appeared before me in the state and county aforesaid [Redacted Name] with whom I am personally acquainted, for and on behalf of THE CITY OF ANNISTON, who acknowledged he/she executed, signed and delivered the foregoing document dated the 25th day of July, 2023, after being authorized to do so.

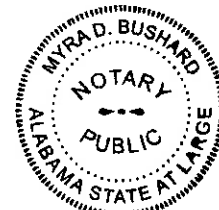
Given under my hand and seal this 25th day of July, 2023.

[Redacted Signature]

Notary Public
State of ALABAMA

My commission expires: March 30, 2025

[NOTARY SEAL]



MY COMMISSION EXPIRES
MARCH 30, 2025

IN WITNESS WHEREOF, the THE UNITED STATES OF AMERICA has caused this Agreement to be executed in its name and on its behalf this the _____ day of _____, 2023.

THE U.S. GENERAL SERVICES ADMINISTRATION

WITNESSES:

[Redacted signature area]

By: [Redacted signature]
Disposal Contracting Officer
Real Property Disposition 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, [Redacted] Disposal Contracting Officer, Real Property Disposition 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 9th day of August, 2023, after being authorized to do so.

Given under my hand and seal this 9th day of August, 2023.

[Redacted signature]
Notary Public
State of Georgia

My commission expires: Oct 25 2024

[NOTARY SEAL]

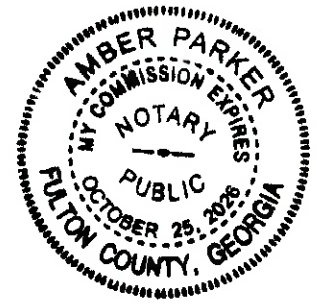


Exhibit "A"

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.