



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/24/2025

File ID: 2025-639

Department: Administration

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Offer to Purchase Real Estate and Acceptance Agreement between the City of Huntsville and the United States of America by and through the Administrator of General Services.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: \$

Total Cost: \$

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to execute an Offer to Purchase Real Estate and Acceptance by and between the City of Huntsville and the United States of America, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a "Offer to Purchase Real Estate and Acceptance between the City of Huntsville and the United States of America" consisting of nineteen (19) pages including exhibits, and the date of July 24, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 24th day of July, 2025.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 24th day of July, 2025.

Mayor of the City of
Huntsville, Alabama

OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

1. Subject Property

The City of Huntsville ("Purchaser"), a municipal corporation in the State of Alabama governed by a City Council, hereby offers to purchase from the United States of America, acting by and through the Administrator of General Services ("Seller"), under and pursuant to the powers and authority contained in Public Law No 118-272, Section 2311, passed January 04, 2025, the surplus property formerly known as U.S. Post Office and Courthouse, Huntsville, Alabama, GSA Control No. 4-G-AL-0834-AB, consisting of approximately 0.655 acres of land and one associated building/structure, that is approximately 38,409 square feet, and other improvements, on an "as is – where is" basis, all as more particularly described in the legal description attached hereto as **Exhibit A** and made part hereof (The "Property"). A survey of the Property is attached hereto as **Exhibit B**. This *Offer to Purchase Real Estate and Acceptance* with Exhibits **A – G**, which are incorporated herein and made part of this agreement, shall be hereinafter referred to as the "Offer to Purchase."

The Property description set forth in **Exhibit A** of this Offer to Purchase, including any other information provided therein with respect to the Property, are based on information available to the Seller and are believed to be correct, but any error or omission, including, but not limited to, the omission of any information available to the federal agency having custody over the Property (U.S. General Services Administration) and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the Contract for Sale of the Property, or claim by Purchaser for allowance or refund.

2. Legal Authority

Seller, pursuant to Public Law No 118-272, Section 2311, is directed to sell the property to the Purchaser, and Purchaser, pursuant to Resolution # _____, attached hereto as **Exhibit C** and made part hereof, has the authority to purchase real property when in the best interests of the City of Huntsville.

3. Terms of Purchase and Sale

3.1. Consideration

Public Law No 118-272, Section 2311(d), directs the Administrator of General Services to accept as consideration for the conveyance of the Property any credits related to the appraised value of the 4.76-acre parcel of land located at 660 Gallatin Street, Huntsville, Alabama (the "Exchange Property"), in lieu of all or a portion of the amount of consideration. Having determined that the value of the Exchange Property exceeds the value of the Property, the Seller will convey the Property to the Purchaser in exchange for the conveyance of the Exchange Property and without further monetary compensation. As an additional condition of the conveyance under the Public Law, the City shall pay all costs associated with the conveyance.

3.2. Title Documents

Upon acceptance of the Offer to Purchase, conveyance of the Seller's interest shall be made by quitclaim deed.

3.2.1 The Property will be sold subject to all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets,

power lines, telephone lines and equipment, pipeline, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other right-of-way, and any easements, reservations, rights and covenants reserved by the Government.

3.2.2. Purchaser may inspect such abstracts of title or other title papers, maps, or plats as are in Seller's custody covering the Property, but Seller will not be obligated to furnish any continuations, later title reports, or title insurance, or to pay any title expenses, escrow fees, or other charges pertaining to this transaction.

3.2.3. From the date of receipt by Seller of this Offer to Purchase, Seller shall not create, nor permit to be created, any lien, encumbrance, restriction or easement against the Property of any type or kind, except as may be approved by the Purchaser.

3.3. Acceptance

This Offer to Purchase shall be firm and continuing for a period of ninety (90) days from the date of its receipt by Seller in accordance with Paragraph 4 of General Terms Applicable to Negotiated Sales, **Exhibit D**, attached hereto and made part hereof. To accept Purchaser's Offer to Purchase, Seller shall execute section 6 of this document entitled "Acceptance of the United States Government," and return one original of the executed contract to the Purchaser. Seller's signed Acceptance shall form the executed contract and Purchaser's receipt of Seller's Acceptance shall constitute "Notice of Acceptance."

3.4. Escrow and Closing.

Lanier, Ford, Shaver & Payne, P.C. will perform as the Escrow Holder and shall conduct the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Seller will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds, and related matters.

The closing date of the sale will be not less than sixty (60) calendar days from Purchaser's receipt of Seller's Notice of Acceptance. The closing shall be coordinated with the Escrow Holder. At closing, Seller shall deliver to Purchaser a quitclaim deed which shall have been duly executed and authenticated by an authorized official of Seller.

3.5. Delayed Closing.

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay a liquidated damages assessment of \$500.00 per day; if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The Government may impose additional terms and conditions to grant an extension.

4. Conditions

4.1. GSA General Terms Applicable to Negotiated Sales (Exhibit D) is incorporated into this Offer to Purchase. However, terms and conditions set forth within the body of this Offer to Purchase take precedence and control over similar or conflicting provisions of Exhibit D.

4.2. The Purchaser is invited, urged and cautioned to inspect the Property physically as to condition, description, quality, quantity, and exact location prior to submitting an offer. In no case

will Purchaser's failure to inspect the Property constitute grounds for a claim against Seller or a justification of Purchaser's withdrawal of the Offer to Purchase.

4.3. If this Offer to Purchase is accepted by the Seller and: (1) Seller fails for any reason to perform its obligations as set forth herein; or, (2) Title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest, whereupon Seller shall have no further liability to Purchaser.

4.4. Environmental Notices and Covenants (Exhibit F)

- CERCLA
- Asbestos-Containing Materials (ACM)
- Lead-Based Paint
- Radon
- Historic

Nondiscrimination

The nondiscrimination covenant (**Exhibit E**) shall be incorporated in the language of the Deed.

Non-Merger

The representations, covenants, and warranties contained in this Offer to Purchase shall survive the execution and delivery of the deed and will not be merged therein.

5. Miscellaneous

5.1. Excluded Parties. Purchaser is hereby notified that GSA determines Purchaser's authority to enter into this Offer to Purchase upon completion of the Certificate of Authorization to Purchase. GSA validates the Purchaser's authority, in part, via the System for Award Management (SAM) Exclusions Extract (available at www.sam.gov >SAM Home > Data Access > Exclusion Interfaces). Purchaser is required to provide its Social Security Number or Tax Identification Number.

5.2. Prohibition of Use of Certain Telecommunications and Video Surveillance Equipment. By signature of the authorization to Purchase, Purchaser hereby certifies that it is in compliance with Section 889, Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment of the Fiscal Year 2019 National Defense Authorization Act (NDAA) (Pub. L. 115-232). The Purchaser represents that it does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services. Section 889 of the NDAA prohibits contracting with entities that use certain telecommunications equipment or services produced by the below entities, companies, affiliates, or subsidiaries:

- a. Huawei Technologies Company
- b. ZTE Corporation
- c. Hytera Communications Corporation
- d. Hangzhou Hikvision Digital Technology Company
- e. Dahua Technology Company
- f. Kaspersky Lab
- g. Byte Dance

The prohibition of use of these telecommunications equipment or services applies regardless of whether or not that usage is related to the terms and conditions of this Offer to Purchase, and the certification extends until closing of the transaction as specified herein.

5.3. Notices. All Notices under this Offer to Purchase shall be sent to:

For Seller:

Perry J. Gibbs, Disposal Contracting Officer
GSA / PBS / Region 4 / Real Property Disposition (4PZ)
77 Forsyth Street SW
Atlanta, GA 30303
perry.gibbs@gsa.gov or 404.276.5683

For Purchaser:

Trey Riley
City Attorney
P.O. Box 308
Huntsville, Alabama 35804
(256) 427-5026 or marion.riley@huntsvilleal.gov

With Copy to:

Sam Givhan/Katie Beasley
Lanier, Ford, Shaver & Payne, P.C.
2101 W. Clinton Ave., Suite 102
Huntsville, AL 35805
256-535-1100
shg@LanierFord.Com, kab@LanierFord.com

6. Authority to Purchase

Purchaser represents and warrants that it has the legal authority to execute this Offer to Purchase on behalf of himself or his respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of that party. Seller is fully entitled to rely on this warranty and representation in accepting Purchaser's offer resulting in the contract for sale of the Property.

Purchaser

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

Attested to:

By: _____
Shaundrika Edwards, City Clerk

Date: _____

By: _____
(Official to conduct all negotiations with GSA by governing body resolution)

WITNESSES:

1. _____
(Signature)

(Print Name)

2. _____
(Signature)

(Print Name)

CERTIFICATE OF AUTHORIZATION OF PURCHASER

I, Shaundrika Edwards, certify that I am the City Clerk (Title) of the City of Huntsville, a municipal corporation in the State of Alabama, named as Purchaser herein; and that Tommy Battle, who signed this Offer to Purchase on behalf of the Purchaser was then Mayor of the City of Huntsville, that said Offer to Purchase was duly signed for and on behalf of said City of Huntsville by authority of its governing body, and the purchase is within the scope of its corporate powers.

(Signature of Certifying Officer)

SEAL

Acceptance of the United States Government

The City of Huntsville Offer to Purchase, as set forth in the foregoing Offer to Purchase is hereby
ACCEPTED by and on behalf of the United States of America this _____ day of
_____, 20_____.

UNITED STATES OF AMERICA

Acting by and through the

ADMINISTRATOR OF GENERAL SERVICES

BY: _____, Disposition Contracting Officer
(Signature)

(Print Name)

Enclosures:

Exhibit A – Legal Description

Exhibit B – Survey

Exhibit C – Resolution

Exhibit D – General Terms Applicable to Negotiated Sale

Exhibit E – Nondiscrimination Covenant

Exhibit F – Environmental Covenants and Disclosures

Exhibit G – Historic Preservation

EXHIBIT A
LEGAL DESCRIPTION

Being a part of Block 302 according to the unrecorded Quigley Map to the City of Huntsville and lying in a portion of the Southwest 1/4 of Section 36, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama and being more particularly described as follows:

Begin at the Southwest Corner of said Block 302 and lying at the northeast intersection of Jefferson Street and Holmes Avenue rights-of-way lines and also being a mag nail with washer labeled "HSM CA# 1031";

thence North 32 degrees 24 minutes 26 seconds West along the easterly right-of-way line of Jefferson Street a distance of 169.28 feet to the northerly terminus of a 9-inch concrete wall (adjoiner's 5-inch concrete wall abutting to the north) and being a mag nail with washer labeled "HSM CA# 1031";

thence North 57 degrees 17 minutes 39 seconds East along the northerly line of a 9-inch concrete wall (adjoiner's 5-inch concrete wall abutting to the north) a distance of 168.60 feet to a corner with a reference mag nail with washer labeled "HSM CA# 1031" and situated North 31 degrees 24 minutes 19 seconds West a distance of 5.00 feet from said corner;

thence South 31 degrees 24 minutes 19 seconds East a distance of 172.00 feet to the northerly right-of-way line of Holmes Avenue and being a mag nail;

thence South 58 degrees 13 minutes 14 seconds West along said northerly right-of-way line of Holmes Avenue a distance of 165.60 feet to the Point of Beginning.

Containing 28,511 square feet or 0.655 acres.

EXHIBIT B

SURVEY

1 OF 1

EXHIBIT C

RESOLUTION NO. _____

The City of Huntsville is a municipal corporation of the State of Alabama. This resolution, adopted

_____ authorizes _____

(Month, Day, Year)

(Name and Title)

to sign and submit to GSA an offer by the City of Huntsville to acquire certain surplus Federal real property located at 101 Holmes Avenue NE, Huntsville, AL 35801-4869 and more fully described with the legal description attached in Exhibit A.

(Signature)

(Signature)

(Signature)

(CERTIFICATION)

EXHIBIT D

GENERAL TERMS APPLICABLE TO NEGOTIATED SALES

1. CONDITION OF PROPERTY

The property is offered "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered.

2. DESCRIPTIONS IN OFFER TO PURCHASE

The descriptions of the property set forth in the Offer to Purchase and any other information provided therein with respect to said property are based on information available to Seller and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance or refund.

3. INSPECTION

Offerors are invited, urged, and cautioned to inspect the property to be sold prior to submitting an offer. The failure of any offeror 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 an offer after it has been tendered.

4. CONTINUING OFFER

The offer shall be deemed to be a firm and continuing offer from the date of receipt until accepted by the Government.

5. NOTICE OF ACCEPTANCE

Notice by the Government of acceptance of the offer shall be deemed to have been sufficiently given when transmitted by facsimile, emailed or mailed to the offeror or his duly authorized representative as indicated in the offer.

6. CONTRACT

These General Terms Applicable to Negotiated Sales, the offer, and the acceptance thereof, shall constitute an agreement between the offeror and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract; nor shall the contract, or any interest therein, be transferred or assigned by the offeror without consent of the Government, and any assignment transaction without such consent shall be void.

7. RESCISSION

a. The contract made by the acceptance of the offer by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of the offer by the Government may be rescinded by the Government, in the event unfavorable advice is received from the Attorney General.

b. An explanatory statement of the circumstances of the proposed disposal will be submitted to the appropriate committees of the Congress because of its negotiated character and the offer probably will not be accepted by the Government until after the proposed disposal has been considered by such committees. However, in any event, the Government may rescind its acceptance at any time subsequent to acceptance and prior to conveyance, if it is reasonably determined by the Government that such action is justified in the light of the circumstances then prevailing.

c. Any rescission, pursuant to a or b, above, will be without liability on the part of the Government.

8. DEFAULT

In the event of any default by the offeror in the performance of the contract created by such acceptance, the Government may avail itself of any legal or equitable rights which it may have under the offer or contract.

9. GOVERNMENT LIABILITY

If this Offer to Purchase is accepted by the Seller and: (1) Seller fails for any reason to perform its obligation as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

10. OTHER TERMS APPLICABLE TO A SALE

a. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the offeror shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

b. Any title evidence which may be desired by the offeror will be procured by him at his sole cost and expense. The Government will, however, cooperate with the offeror or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and the property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

c. Upon assumption of possession of the property, or conveyance of the property, whichever occurs first, the offeror shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property, and sums paid, or due to be paid, by the Government in lieu of taxes pursuant to statutory authority shall be prorated.

d. In the event an offer to purchase is accepted and possession of the property is assumed by the offeror prior to the date of conveyance, the offeror shall procure and maintain insurance at his expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government, with companies acceptable to the Government.

e. If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

f. The offeror shall pay all taxes and fees imposed on this transaction and shall obtain at his 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 placed on record in the manner prescribed by local recording statutes at the offeror's expense.

11. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

EXHIBIT E

NON-DISCRIMINATION COVENANT

The Purchaser covenants for itself, its heirs, successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Purchaser and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, national origin, or sex in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms with a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have sole right to enforce this covenant in any court of competent jurisdiction.

EXHIBIT F
ENVIRONMENTAL COVENANTS AND DISCLOSURES

1. CERCLA Covenant

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.

I) 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 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.

(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).

II) In the event Grantee, its successor(s) or assign(s), 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 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 the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

2. Asbestos-Containing Materials (ACM)

a. Grantee is warned that the Property contains asbestos-containing materials. The presence of non-friable asbestos-containing materials was confirmed in a Safety and Environmental Management Report, dated August 23, 2011. 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.

b. Grantee was invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The General Services Administration (GSA) offered to assist Grantee in obtaining any authorization(s) which were required in order to carry out any such inspection(s). Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

c. 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 Grantee 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.

d. The description of the Property set forth in this Deed and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for any claim by the Grantee against the GSA.

e. The GSA assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to the Grantee's successors, assigns, employees, invitees, licensees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this deed, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

f. The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

3. Lead-based Paint

Grantee is put on notice that the Property contains buildings built prior to 1978 and may present exposure to lead from lead-based paint. 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 Deed, whether Grantee, its successors or assigns 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 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.

4. Radon

The Purchaser is notified that the United States has determined that a radon hazard potentially exists in subject building(s) on the Property and from the Property itself. Results of previous studies performed by the United States are available to the Purchaser. Radon is a naturally occurring radioactive gas emanating from the ground that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C. 9604 (a)(3). Additional information regarding radon and radon testing may be obtained from the EPA and county and state health units.

EXHIBIT G

HISTORIC PRESERVATION

The Grantee hereby acknowledges that the PROPERTY is listed in the National Register of Historic Places, and thus is subject to the following conditions, restrictions, and limitations, which are hereinafter identified and described as covenants running with the land (the "Covenant").

A. PROPERTY DESCRIPTION AND CHARACTER-DEFINING FEATURES. Completed in 1936, the U.S. Courthouse and Post Office is a 38,409 gross square foot three-story Greek Revival style building on 0.65 acres in downtown Huntsville, Alabama. The Building Preservation Plan (BPP) for the PROPERTY, dated May 31, 1993, identifies character defining features that merit preservation ("Character Defining Features").

The Character Defining Features that are subject to this covenant are:

1. **SOUTH AND WEST ELEVATIONS:** Level 2 - Preservation Zone. Due to the high degree of integrity of the original design and materials, its importance to the city of Huntsville, and the prominence of these two elevations on public streets, these elevations should be maintained.

2. **2ND FLOOR COURTROOM:** Level 2 - Preservation Zone. The courtroom contains a higher degree of original architectural features and finishes than other areas and is significant to the building design. It also has maintained most of its original features and finishes save the Xavier Gonzalez mural, original to the space, which was removed and installed in the new Huntsville Courthouse in October of 2024.

a. The judge's bench, witness box, jury box and clerk's desk all have a fluted design mirroring the pilasters. This furniture should be maintained in place unless programming necessitates removal. If so, they should be carefully removed and stored on site. The seating in the gallery is not original and not subject to preservation.

b. The walls, wainscoting, decorative crown molding, cornice, paneled doors and engaged plaster pilasters that flank the former location of the mural should all be left in place, preserved and maintained.

3. **ORIGINAL RESTROOMS:** Level 2 - Preservation Zone. Due to the high degree of integrity of the listed original restrooms, the original restrooms have been rated a Level 2 - Preservation Zone.

a. Typical finishes in the original restrooms include: terrazzo floors with coved marble base, marble wainscot to 6', marble toilet stall partitions, wood panel stall doors, and original hardware such as glass towel rods and coat hooks. These restrooms should be maintained in original condition to the extent feasible to meet accessibility requirements. If changes are needed, original materials should be retained as much as possible.

4. **REMAINING AREAS:** Levels 3&4 - Rehabilitation and Free Zones.

a. The remaining areas in the U.S. Courthouse and Post Office are all Levels 3 and 4 - Rehabilitation and Free Zones. Original materials should be preserved and maintained whenever feasible.

B. BASELINE DOCUMENTATION. The BPP for the PROPERTY, dated May 31, 1993, identifies character defining features that merit preservation. The BPP was provided by the Grantor to the Grantee. The BPP includes documentation on the current condition of the Character Defining Features, including photographs and a narrative description. Additionally, photos of existing conditions have been provided by the Grantor.

C. PRESERVATION. The GRANTEE shall maintain and preserve the PROPERTY in accordance with this Covenant, and the recommended approaches set forth in the "Secretary of the Interior's Standards for the Treatment of Historic Properties" with "Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings" ("Secretary's Standards") and applicable National Park Service ("NPS") Preservation Briefs.

D. PROFESSIONAL QUALIFICATIONS STANDARDS. Grantee hereby covenants and agrees that all work carried out pursuant to this covenant shall be conducted by or under the direct supervision of an individual or individuals who meets, at a minimum, the applicable Secretary of the Interior's Professional Qualifications Standards for conducting the appropriate work (48 FR 44738-9, September 29, 1983), as such standards may be revised from time to time.

E. REVIEW BY HISTORIC HUNTSVILLE FOUNDATION. The Historic Huntsville Foundation promotes the preservation of historic sites, buildings, houses and neighborhoods in Huntsville and Madison County through education, public engagement, and advocacy. The GRANTEE shall provide plans and details of proposed work to the Property which would affect the appearance, structural integrity or impact the Character Defining Features to the Historic Huntsville Foundation, or its successors and assigns, within thirty (30) days (except under extraordinary circumstances) before work commences. Plans of proposed work to the Property shall be reviewed and approved in writing by the Historic Huntsville Foundation, or its successors and assigns, for consistency with the Secretary's Standards. The Historic Huntsville Foundation shall respond in writing to any proposal by the GRANTEE within thirty (30) days (except under extraordinary circumstances) or such approval shall be deemed to have been given.

F. INSPECTIONS. The Historic Huntsville Foundation and their successor or assigns shall have the right to inspect the premises from time to time but no less than once per year, upon reasonable notice, to determine GRANTEE's compliance with the Covenant.

G. MAINTENANCE. The GRANTEE shall maintain the PROPERTY in a manner that preserves the attributes that contribute to the eligibility of the PROPERTY for inclusion in the NRHP and take commercially reasonable actions to: secure the PROPERTY from the elements, vandalism and arson; undertake any stabilization that is necessary to prevent deterioration; undertake all normal maintenance and repairs; and maintain the PROPERTY in a good and sound state of repair and structural integrity, all in accordance with the recommended approaches set forth in the Secretary's Standards.

H. CASUALTY DAMAGE. If the PROPERTY is damaged due to a sudden, unexpected, or unusual event, the GRANTEE shall promptly take all steps necessary to render any undamaged portions of the Property in a reasonably safe condition and promptly take all commercially reasonable efforts to render same in a secure and watertight condition and to minimize additional damage to the PROPERTY. GRANTEE shall also repair or restore the PROPERTY in compliance with the Secretary's Standards. If such repair is commercially or physically infeasible,

the GRANTEE shall consult with the Historic Huntsville Foundation, or their successors and assigns.

I. EXTINGUISHMENT. The Historic Huntsville Foundation and the GRANTEE agree that if the PROPERTY suffers substantial harm, through no fault of the GRANTEE (such as a natural disaster, a fire, or other casualty loss), this Covenant may be extinguished by written agreement of the Historic Huntsville Foundation and the GRANTEE.

J. AMENDMENTS. The Historic Huntsville Foundation and the GRANTEE herein agree that the terms and conditions of this Covenant may be amended or altered to address unforeseen circumstances, or to substitute a successor in interest, by written agreement of both parties.

K. DISPUTE RESOLUTION. If a dispute arises out of or relates to this Covenant, or the breach thereof, and the dispute cannot be settled through negotiation, GRANTEE and the Historic Huntsville Foundation hereby agree first to attempt in good faith to settle the dispute by mediation, before resorting to litigation.

L. VIOLATION. In the event of a violation of the Covenant, in addition to any remedy now or hereafter provided by law, the Historic Huntsville Foundation may institute suit to enjoin the violation, or require restoration of the Property to the same condition as at the time of conveyance.

M. CONVEYANCE. The Historic Huntsville Foundation shall be notified by the GRANTEE within thirty (30) days of any conveyance of the PROPERTY. Notifications shall include the name and contact information for the new owner(s).

N. SUBSEQUENT DEEDS OR OTHER LEGAL INSTRUMENTS. The GRANTEE shall ensure that Covenant will be inserted in any subsequent deed or other legal instrument by which GRANTEE's fee simple title to the PROPERTY is conveyed.

P. GROUND-DISTURBING WORK. Upon the discovery of archeological resources on the PROPERTY, GRANTEE shall cease any work in the vicinity of the discovery and notify the Historic Huntsville Foundation in writing of such discovery. The GRANTEE shall immediately consult with the Historic Huntsville Foundation with the goal of avoiding and minimizing any potential adverse effects on such archaeological resources. If a potentially National Register eligible archaeological site or cultural resource of religious and cultural significance to a federally recognized Tribe is discovered, the GRANTEE shall also consult with that Tribe in accordance with 36 CFR § 800.13, and applicable federal and state laws and regulations.