



GSA Control No. 4-U-FL-1340-AB

LETTER AGREEMENT

This Letter Agreement is made and entered into this _____ day of _____, 2024, by and between ALACHUA COUNTY, FLORIDA, (hereinafter referred to as "Alachua County"), whose principal office is 12 SE 1st Street, Gainesville, FL 32601, 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, ALACHUA COUNTY is the owner of that certain property described by deed (the "2019 Deed") dated March 21, 2019 and recorded in the Office of the Clerk of Court of Alachua County, Florida in Book 4672, Page 475, to which deed reference is hereby made as if herein fully set out, and known as the former FAA ED7 Radio Communications Link Repeater Site and consisting of one parcel of land containing approximately a 4.6 acres of land and improvements located at 4500 Southeast 122nd Terrace, Gainesville, Florida (the "Property"), and more particularly described in Exhibit "A", which is attached hereto, made a part hereof, and consists of two (2) pages.

WHEREAS, Alachua County's ownership interest in the Property is subject to certain restrictions and covenants enumerated in the 2019 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 2019 Deed;

WHEREAS, Alachua County 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 Alachua County, 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 two 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 2019 Deed.
5. GSA shall determine the winner of the auction for the Property.

B. DUTIES OF ALACHUA COUNTY

1. If Alachua County currently holds insurance on the property, Alachua County agrees to maintain insurance on the Property until the completion of the sale.
2. Alachua County agrees to continue providing protection and maintenance to the property, including maintaining the landscape and grounds.
3. Alachua County represents that to the best of its knowledge there are no outstanding encumbrances or liens on the property. If any encumbrances or liens are discovered, Alachua County will discharge them, including any interest and penalties, prior to closing.
4. Alachua County will complete the Excess Real Property Checklist provided by GSA. An Authorized Agent of Alachua County will sign off on the Excess Real Property Checklist.
5. Alachua County agrees to remove all personal property, stored items, and debris from the property.
6. Alachua County shall execute the Reconveyance Deed and return the notarized document to the control of GSA, who will place it in escrow prior to closing.
7. Upon GSA's determination of the auction winner, Alachua County 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.
8. After the purchase price is deposited in escrow by the Grantee, Alachua County shall permit the recordation of the Release of Restrictions followed by the Reconveyance Deed.
9. Upon the recording of the transfer of property, Alachua County 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. Alachua County shall have no responsibility or liability for any such costs or expenses.

[Signature pages follow.]

IN WITNESS WHEREOF, ALACHUA COUNTY has caused this Agreement to be executed in its name and on its behalf this the _____ day of _____, 2024.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners, by its authorized the Chair of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

WITNESSES:

STATE OF FLORIDA)
)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the State of Florida, do hereby certify that this day personally appeared before me in the state and county aforesaid _____ with whom I am personally acquainted, for and on behalf of ALACHUA COUNTY, who acknowledged he/she executed, signed and delivered the foregoing document dated the _____ day of _____, 2024, after being authorized to do so.

Given under my hand and seal this _____ day of _____, 2024.

Notary Public
State of FLORIDA

My commission expires: _____

[NOTARY SEAL]

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused this Agreement to be executed in its name and on its behalf this the _____ day of _____, 2024.

THE U.S. GENERAL SERVICES ADMINISTRATION

WITNESSES:

By: _____
Perry J. Gibbs
Disposal Contracting Officer
Real Property Disposition Division
General Services Administration
Region IV, Atlanta, Georgia

STATE OF GEORGIA)
)
COUNTY OF _____)

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, _____ Perry J. Gibbs, 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 _____ day of _____, 2024, after being authorized to do so.

Given under my hand and seal this _____ day of _____, 2024.

Notary Public
State of Georgia

My commission expires: _____

[NOTARY SEAL]

Exhibit "A"

Legal Description

Former FAA ED7 RCLR SITE
4500 Southeast 122nd Terrace
Gainesville, FL 32641
GSA Control Number: 4-U-FL-1340-AB

A parcel of land lying in Section 23, Township 10 South, Range 21 East, Alachua County, Florida, being more particularly described as follows:

Commence at the NE corner of Section 27, Township 10 South, Range 21 East, as a point of reference and run S. 01° 27' 07" E., along the East line of said section 459.74 feet, to the centerline of State Road No. 20 (100' R/W), thence run N. 77° 57' 3" W., along said centerline 1044.48 feet, thence run N. 12° 02' 47" E., 50.00 feet to the Northerly right of way line of State Road No. 20, thence continue N. 12° 02' 47" E., 376.78 feet, thence N. 03° 50' 03" W., 174.27 feet to the Point of Curve (P.C.) of a curve having a radius of 619.92 feet and being concave to the East; thence run Northerly along the arc of said curve an arc distance of 313.17 feet (through a central angle of 28° 56' 39" and a chord of N. 10° 38' 16" E., 309.85 feet) to the Point of Tangency (P.T.) of said curve, thence run N. 25° 06' 36" E., 1229.33 feet to the P.C. of a curve having a radius of 598.88 feet and being concave to the West, thence run Northerly along the arc of said curve an arc distance of 386.05 feet (through a central angle of 36° 56' 03" and a chord of N. 06° 38' 34" E., 379.40 feet) to the P.T. of said curve thence run N. 11° 49' 27" W., 188.15 feet to the P.C. of a curve having a radius of 319.14 feet and being concave to the East, thence run Northerly along the arc of said curve an arc distance of 211.86 feet, (through a central angle of 38° 02' 09" and a chord of N. 07° 11' 38" E., 207.99 feet) to the P.T. of said curve, thence run N. 26° 12' 42" E., 1447.32 feet, thence run N. 19° 51' 33" E., 428.59 feet, thence run N. 47° 25' 09" W., 30.00 feet to the Point of Beginning, thence continue N. 47° 25' 09" W., 400.00 feet, thence run N. 42° 34' 51" E., 500.00 feet, thence run S. 47° 25' 09" E., 400.00 feet, thence run S. 42° 34' 51" W., 500.00 feet to the Point of Beginning.

TOGETHER WITH a strip of land for an access easement lying in Section 22, 23 and 27, Township 10 South, Range 21 East, Alachua County, Florida being more particularly described as follows:

Commence at the NE corner of said Section 27 as a point of reference and run S. 01° 27' 07" E., along the East line of said Section 459.74 feet to the centerline of State Road No. 20 (100' R/W), thence run N. 77° 57' 13" W., along said centerline 1044.48 feet, thence run N. 12° 02' 47" E., 50.00 feet to the Northerly right of way line of State Road No. 20 and the Point of Beginning of the centerline of said access easement, said easement being 40.00 feet wide and lying 20.00 feet to the left and 20.00 feet to the right of the following centerline; from said Point of Beginning, run N. 12° 02' 47" E., 376.78 feet, thence N. 03° 50' 03" W., 174.27 feet, to the Point of Curve (P.C.) of a curve having a radius of 619.92 feet and being concave to the East, thence run Northerly along the arc of said curve an arc distance of 313.17 feet (through a central angle of 28° 56' 39" and a chord of N. 10° 38' 16" E., 309.85 feet) to the Point of Tangency (P.T.) of said curve, thence run N. 25° 06' 36" E., 1229.33 feet to the P.C. of a curve having a radius of 598.88 feet and being concave to the West, thence run Northerly along the arc of said curve an arc distance of 386.05 feet (through a central angle of 36° 56' 03" and a chord of N. 06° 38' 34" E., 379.40 feet) to the P.T. of said curve thence run N. 11° 49' 27" W., 188.15 feet to the P.C. of a curve having a radius of 319.14 feet and being concave to the East, thence run Northerly along the arc of said curve an arc distance of 211.86 feet (through a central angle of 38° 02' 09"

and a chord of N. 07° 11' 38" E., 207.99 feet) to the P.T. of said curve, thence run N. 26° 12' 42" E., 1447.32 feet, thence run N. 19° 51' 33" E., 428.59 feet to the end of said 40.00 foot easement and the beginning of a 50.00 foot access easement lying 30.00 feet to the left and 20.00 feet to the right of the following described line; from said point run N. 42° 34' 51" E., 500.00 feet to the end of said access easement.