

STATE OF ALABAMA
SHELBY COUNTY

WITNESS THIS CONTRACT entered into this 21st day of JAN., ²⁰⁰⁰~~1999~~, by and between the City of Columbiana, Alabama, a municipal corporation (hereinafter referred to as "City"), and the Jeanette Niven Foundation, Inc. (hereinafter referred to as the "Foundation"):

WHEREAS, City has received a donation from the estate of Jeanette Niven in the form of a house (hereinafter referred to as the Jeanette Niven House) and property for the express use of local civic and service organizations and has accepted the house for this purpose, and

WHEREAS, City desires to turn the operation of the Jeanette Niven House over to local civic and service organizations for that purpose, and

WHEREAS, the Foundation has been formed for this purpose.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements contained herein, the parties do hereby agree, covenant and contract as follows:

1. Foundation will pay the City the sum of one dollar.
2. City will maintain insurance on the Jeanette Niven House to protect the same against loss from fire, liability and all other hazards: however the city will have no responsibility for the contents of the house.
3. The Foundation shall have the right to occupy the Jeanette Niven House and the premises for a period of 20 years from the date hereof, subject only to the terms and conditions contained herein and subject to any other lease agreement or contract entered into between City and Foundation for the use of this property.
4. Foundation shall be liable for the maintenance of the premises.
5. City shall not be required to make any repairs or to do any work on or about the premises, but shall have the right to enter said premises at any responsible hour to make inspections and or repairs when such action seems advisable.
6. Foundation agrees not to make any major alterations and/or structural changes in said building or premises without the prior written consent of City. The Foundation may perform regular maintenance short of major alterations and/or structural changes in said building or premises without additional consent of the City. Any requests from the Foundation to perform major alterations and/or structural changes shall be accompanied by opinion from a qualified professional as to the impact of such changes on the structural integrity of the building. It is anticipated by both parties in this agreement that some such alterations may be needed to best use this building for the intended purposes.

Inst # 2000-04431

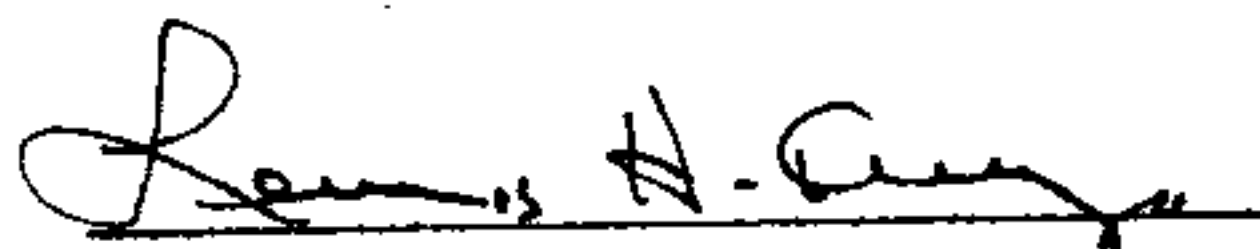
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7. In the event the Jeanette Niven House is destroyed by fire, storm, act of God, or any hazard or occurrence or condemned by any government or governmental agency or agencies or otherwise is rendered unusable for the Foundation purposes, this said Agreement shall become null and void.

8. Foundation agrees to operate the Jeanette Niven House in a manner which will further the civic, service, and other needs of the citizens of Columbiana and the surrounding area. That use may include, but shall not be restricted to, housing an office of the South Shelby Chamber of Commerce and offices of the several service and civic organizations which formed the Foundation, as a meeting place for local groups and organizations, as a location which local families may utilize for family and other social events, and as a focal point for civic, social and other activities. Groups and individuals desiring to use the facilities will request same in writing to the Foundation which shall promptly act on any such request. In carrying out these functions the Foundation may charge fees, enforce rules and otherwise establish procedures which will insure the proper use and maintenance of the facility.

ATTEST:

CITY OF COLUMBIANA

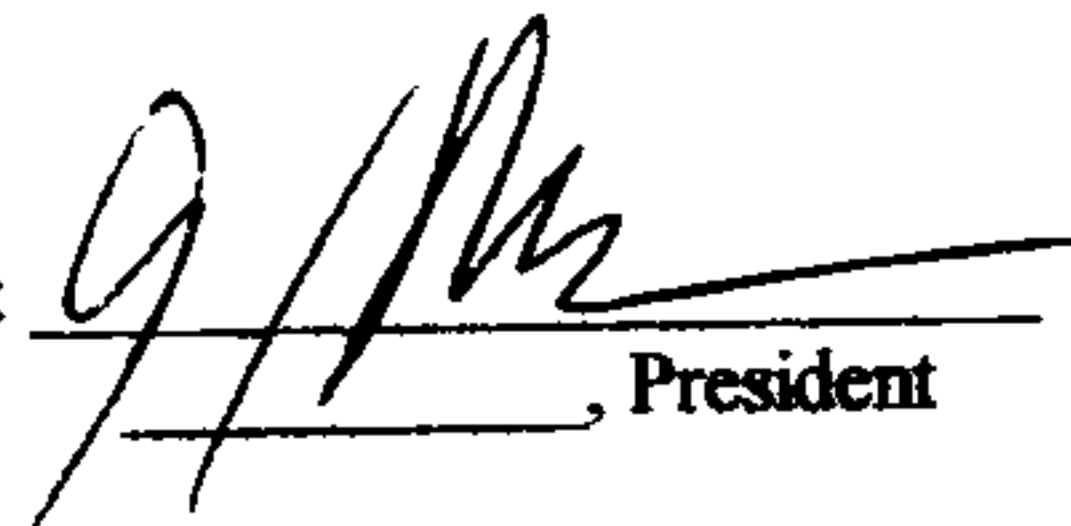

Clerk

BY: 
Lewis Walker, Mayor

ATTEST:

JEANETTE NIVEN HOUSE FOUNDATION, INC


Secretary

BY: 
President

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