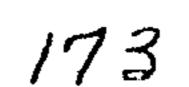
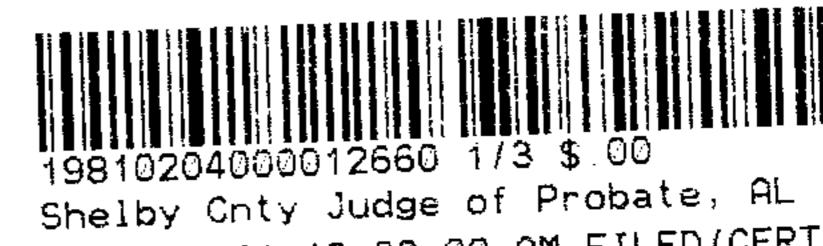
PAGE

STATE OF ALABAMA SHELBY COUNTY



COVENAN



02/04/1981 12:00:00 AM FILED/CERT

Witness this covenant and agreement made, declared and entered into on this the $\sqrt{2}$ -day of December, 1980, by Shelby County, Alabama, acting by and through the Shelby County Commission:

WHEREAS, heretofore on, to-wit, January 30, 1976, the City of Columbiana did convey to the Shelby County Commission certain real estate situtated in the City of Columbiana, Alabama, the description of which said real estate is described on Exhibit "A" attached hereto and made part and parcel hereof as fully as if set out herein, and

NHEREAS, there is situated on the above described real estate the old and historic Shelby County Courthouse, a building of significant historical interest to Shelby County and the State of Alabama and worthy of preservation:

NOW IN CONSIDERATION OF THE ABOVE PREMISES, and in consideration of the premises herein contained, and in further consideration of a grant of Thirty-three thousand and no/100 (\$33,000.00) Dollars to the undersigned by or through the State of Alabama, Alabama Historical Commission, and upon receipt thereof, the undersigned, Shelby County, Alabama, hereinafter referred to as "Owner" agrees and covenants as follows:

- 1. The owner agrees to assume the cost of continued maintenance and repair of the property so as to preserve the architectural, historical, or archeological integrity of the property for ten (10) years in order to protect and enhance those qualities that made the property eligible for listing in the National Register of Historic Places. Nothing in this agreement shall prohibit the subgrantee from seeking financial assistance from any source available to him.
- 2. The owner agrees to provide public access to the interior of the property no less than 12 days a year on an equitably spaced basis, and at other times by appointment. Nothing in this agreement will prohibit the owner or subgrantee from charging a reasonable nondiscriminatory admission fee, comparble to fees charged at similar facilities in the area.
- 3. It is understood and agreed that dates and times when the property will be open to the public will be published in advance of such dates and times.

IN TESTIMONY WHEREOF, this agreement has been executed on the date first given above.

ATTEST:

SHELBY COUNTY, ALABAMA

Mildred B. Ray

Chairman, Shelby County Commission

STATE OF ALABAMA
SHELBY COUNTY

19810204000012660 2/3 \$.00 Shelby Cnty Judge of Probate: AL 02/04/1981 12:00:00 AM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas A. Snowden, Jr., whose name as Chairman of Shelby County Commission, is signed to the foregoing covenant and who is known to me, acknowledged before me, on this day that, being informed of the contents of such covenant, he, as such Chairman and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the <u>23</u> day of December, 1980.

Notary Public

STATE OF ALA. SHELBY CU.
TICERTIFY THIS
TOTAL SHELBY CU.

1991 FEB -4 PN 2: 0!

JUNGE OF PROBATE

Meller Co. Work mease 32

The instrument was prepared by

Harricon and Conwill

Attorneys at Law Columbiana, Alabama 35051

Jefferson Land Tille Service Ca., Sinc.

Missississis Valley Title Insurance Company

TOWNSTION FORM WARRANTY DEED

STATE OF ALABAMA

COUNTY OF

SHELBY

KNOW ALL HEN BY THESE PRESENTS.

That in consideration of

One and no/100

DOLLARS.

to the undersigned grantor. City of Columbiana, in hand paid by

a municipal * corporation,

Shelby County Commission

the receipt of which is hereby acknowledged, the said

City of Columbiana

does by these presents, grant, bargain, sell and convey unto the said

Shelby County Commission

the following described real estate, situated in Shelby County, Alabama, to-wit: Commencing at the NW corner of the NWk of SWk, Section 25, Township 21 South, Range 1 West, Shelby County, Alabama; thence South 1 deg. East 12 feet to a 6 x 6 cement marker; thence South 85 deg. 08 min. West 446.60 feet; thence North 2 deg. 36 min. West 438.09 feet; thence North 18 deg. 49 min. East 23.0 feet to point of beginning of the lot herein described; from said point of beginning run North 18 deg. 49 min. East 72.32 feet; thence North 0 deg. 44 min. West a distance of 83.85 feet; thence South 89 deg. 22 min. West 41.90 feet to the East right-of-way line of Highway No. 25; being what is known as the Columbiana-Montevallo road; thence along the East line of said highway aforementioned South 22 deg. 18 min. West 160.91 feet; thence South 2 88 deg. 27 min. East 79.90 feet to point of beginning.

It is understood and agreed that in the event the building situated on the Or above described real estate at the time of execution of this deed should be demolished, torn down or removed in any manner from said real estate, the title to said real estate shall revert to and become the property of the grantor, its

TO HAVE AND TO HOLD, To the said Shelby County Commission, its

Successors xXXXxs and assigns forever.

City of Columbiana does for itself, its successors And said and assigns, covenant with said Shelby County Commission, its successors

KAT's and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said Shelby County Commission, its

successors

ATTEST:

INFORMATIONS and assigns torever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said City of Columbiana

Mayor xxxxxxx Robert N. Bolton

30 th day of Jenuary

has hereto south signature and scal, this the

CITY OF COLUMBIANA

By Laket Ballow Havor

STATE OF ALABAMA

COUNTY OF SHELBY

a Notary Public in and for said County, in

said State, hereby certify that Robert N. Bolton where name a Mayor Exxxxxxof City of Columbiana, a Eunicipal

g corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that! being informed of the contents of the conveyance, he, as such officer and with full authority. executed the same voluntarily for and as the act of said corporation.

Giren under mr.hand and official seal, this the

19810204000012660 3/3 \$.00

Shelby Cnty Judge of Probate, AL 02/04/1981 12:00:00 AM FILED/CERT