

STATE OF ALABAMA

SHELBY COUNTY

173  
C O V E N A N T

19810204000012660 1/3 \$ .00  
Shelby Cnty Judge of Probate, AL  
02/04/1981 12:00:00 AM FILED/CERT

Witness this covenant and agreement made, declared and entered into on this the 22<sup>nd</sup> 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 situated 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

WHEREAS, 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, comparable 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 J. Ray  
Clerk

Thomas A. Snowden, Jr.  
Chairman, Shelby County Commission

STATE OF ALABAMA

SHELBY COUNTY



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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 23<sup>rd</sup> day of December, 1980.

Julius M. Perkins  
Notary Public

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1981 FEB -4 PM 2:01

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

BOOK 39 PAGE 386



Exhibit "A"

This instrument was prepared by

(Name) Harrison and Conwill  
Attorneys at Law  
(Address) Columbiana, Alabama 35051

2049 Jefferson Land Title Service Co., Inc.  
AGENTS FOR  
Mississippi Valley Title Insurance Company

EXPIRATION FORM WARRANTY DEED

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One and no/100----- DOLLARS,

to the undersigned grantor, City of Columbiana, a municipal corporation,  
in hand paid by 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 NW $\frac{1}{4}$  of SW $\frac{1}{4}$ , 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  
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  
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  
successors or assigns.

TO HAVE AND TO HOLD, To the said Shelby County Commission, its  
successors  
and assigns forever.

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

and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encum-  
brances, 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

and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said City of Columbiana

Mayor ~~Robert N. Bolton~~ Robert N. Bolton

has hereunto set his signature and seal, this the 30<sup>th</sup> day of January, 1976

ATTEST:

*Martha B. Joiner*  
Clerk

CITY OF COLUMBIANA

By *Robert Bolton*  
Mayor

STATE OF ALABAMA

COUNTY OF SHELBY

I, *Martha B. Joiner* a Notary Public in and for said County, in  
said State, hereby certify that Robert N. Bolton  
whose name as Mayor ~~Robert N. Bolton~~ of City of Columbiana, a municipal  
corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on  
this day 30<sup>th</sup> 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.

Given under my hand and official seal, this the 30<sup>th</sup> day of January, 1976.



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