

STATE OF ALABAMA
COUNTY OF SHELBY

20210108000013780 1/2 \$25.00
Shelby Cnty Judge of Probate, AL
01/08/2021 12:07:07 PM FILED/CERT

**AGREEMENT AND CONDITIONS TO DONATION OF
MT. TABOR UNITED METHODIST CHURCH TO
THE CITY OF WESTOVER, ALABAMA**

In consideration of the donation of the Mt. Tabor United Methodist Church building and 0.93 acres of real property upon which it is located, the City of Westover ("City") and the Mt. Tabor United Methodist Church ("Church") agree to the following conditions regarding the use of the donated property ("Property"):

1. Members of the Church may reserve and use the Property as follows:
 - A. For an annual homecoming service or event. The date must be reserved annually with the City at least 30 days prior to the date of the event.
 - B. For funeral services for deceased current members and their immediate family members. The date and time must be reserved with the City at least 3 days prior to the date of the service.
 - C. Following use of the Property for any of the above purposes, the Church members or other using the Property must leave the Property in as clean condition as it was prior to the use.
2. The City will maintain a Mt. Tabor Church History/Archives Room in which Church records and items of special historical significance to the Church, as determined by Church members, will be preserved and available for viewing and study by Church members or descendants of Church members, curators and historians, genealogists, and others who demonstrate a need and desire to examine the records and/or items. Access to the room will be controlled by the City and any qualifying party desiring access may apply at City Hall and sign out a key, which must be returned the same day. Entrance shall be at one of the side entryways, as deemed appropriate by the City. Reasonable storage space for Church items, including pulpits and piano, shall be provided subject to availability, and such large items may be returned to the sanctuary on an as-needed basis. The City will allow 90 days from the date of this Agreement for removal of any Church items of non-historic value.
3. The City will name the donated building "The Historic Mt. Tabor Municipal Annex" or a similar name including "Mt. Tabor" as determined by the City Council.
4. The gift of the Property by the Church to the City is AS IS, with no warranties as to condition of the property. The Church, its members, and the Mt. Tabor Cemetery Association, Inc. are not liable to the City for any defects in the condition of the Property.
5. Upon approval of this Agreement by the City, a copy shall be included in and made a

part of the minutes of the City Council meeting at which it is approved.

This 15th day of December, 2020.

Attest:

City of Westover, Alabama

Bunnie Meacham
City Clerk

by Larry H. Riggins
Larry H. Riggins, Mayor

Mt. Tabor United Methodist Church

by Robert Moore
Robert Moore, Trustee

by Linda Hoagland
Linda Hoagland, Trustee

by Jervis Young
Rev. Jervis Young, Pastor



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