

THIS INSTRUMENT PREPARED BY:

1327
K. Mark Parnell
2101 Sixth Avenue North
Suite 700
Birmingham, AL 35203

LIMITED WARRANTY DEED AND BILL OF SALE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS

That in consideration of \$10.00, and other good and valuable consideration, to the undersigned NCNB, National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, (hereinafter referred to as GRANTOR) in hand paid by The Water Works and Sewer Board of The City of Birmingham (hereinafter referred to as GRANTEE), the receipt whereof is hereby acknowledged, the said GRANTOR does transfer, assign, grant, bargain, sell, convey and set over unto the said GRANTEE the sanitary sewer facilities and appurtenances, fixtures, and chattels (the "Facilities") located within the boundaries of the real estate situated in Shelby County, Alabama, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Premises").

TO HAVE AND TO HOLD, to the said GRANTEE, their successors and assigns forever.

And AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, does for itself and for its successors and assigns, covenants with the said GRANTEE, its successors and assigns, to its best knowledge and belief without independent inquiry, that AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, is lawfully seized in fee simple of said Facilities, that said Facilities are free from all encumbrances and that AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, has a good right to sell and convey the same as aforesaid.

Notwithstanding anything contained herein to the contrary, the parties hereby acknowledge and agree that AmSouth Bank, N.A. hereby executes this Limited Warranty Deed and Bill of Sale ("Bill of Sale") solely in its capacity as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employ-

BOOK 301 PAGE 620

ees Retirement System of Ohio, and except with respect of the execution of this Bill of Sale, AmSouth Bank, N.A. shall have no obligations or responsibilities hereunder and makes no warranties or representations hereunder. Parties hereto further acknowledge and agree that in consideration of the service of AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio, herein assumes all obligations and responsibilities, if any, of AmSouth Bank, N.A. hereunder and all other parties having rights and remedies set forth in this Bill of Sale (the "Parties") agree to look solely to NCNB National Bank of North Carolina, as Trustee for the Employees Retirement System of Ohio, for the performance of all obligations and responsibilities of AmSouth Bank, N.A. hereunder. The Parties agree that this Bill of Sale is executed by NCNB National Bank of North Carolina not personally or individually, but solely in its capacity as Trustee of the Public Employees Retirement System of Ohio, and it is understood and agreed that all representations, covenants, understandings and agreements herein made on the part of NCNB National Bank of North Carolina are made and intended not as personal representations, covenants, understandings or agreements, but are made and intended for the purpose of binding only the assets of the Trust over which NCNB National Bank of North Carolina is Trustee in favor of the Public Employees Retirement System of Ohio. This Bill of Sale is executed and delivered by NCNB National Bank of North Carolina not in its own right, but solely in the exercise of powers conferred upon by the applicable Trust Agreement, and the Parties expressly waive any and all personal liability against NCNB National Bank of North Carolina.

IN WITNESS WHEREOF, AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, has hereunto set its hand and seal on this the 17th day of July, 1990.

Sum F. Peckly
Attested:

AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio

By:

Its:

[Signature]
Vice President & Trust Officer

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said State and in said County, hereby certify that John A. Bostwick, whose name is signed to the foregoing conveyance, and who is known to me, to be V.P. & Trust Officer of AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, and who acknowledged before me on this day, that being informed of the contents of the conveyance, the same was executed voluntarily on the day the same bears date.

GIVEN under my hand and official seal on this the 17th day of July, 1990.

Margaret Ruth Peters
Notary Public 12/30/91

EXHIBIT A

Description of Premises

Situated in the Northwest 1/4 of Southeast 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest corner of said 1/4-1/4 section, at a concrete monument, and run easterly 1284.96 feet along the northerly line of said 1/4-1/4 section to a concrete monument on the westerly right-of-way line of Shelby County Road No. 459; thence turn 88°49'29" right and run southerly 1035.64 feet along said right-of-way line to an iron pin; thence turn 89°38'43" right and run westerly 5.00 feet along said westerly right-of-way line to an iron pin; thence turn 90°00 left and run southerly 100.00 feet along said westerly right-of-way line to an iron pin; thence turn 90°00 right and run westerly 10.00 feet along said westerly right-of-way line to an iron pin; thence turn 90°00 left and run southerly 50.00 feet along said westerly right-of-way line, to a concrete monument; thence turn 37°57'28" right and run southwest-erly 143.80 feet along said westerly right-of-way line to a concrete monument, said monument being the point of intersection of said westerly right-of-way line and the northerly right-of-way, line of U.S. Highway 280; thence turn 46°32'32" right and run westerly 55.00 feet along said northerly right-of-way line to a point, said point being the Point of Beginning of the Premises herein described.

Thence, from said Point of Beginning, continue 30.63 feet along last described course and along said northerly right-of-way line to a point; thence turn 116°25'04" right and run northeasterly 63.01 feet to a point; thence turn 65°03'16" right and run easterly 2.60 feet to a point; thence turn 88°31'40" right and run southerly 56.36 feet to the Point of Beginning.

Said Premises contain 937.56 square feet or 0.0215 acres, more or less.

BOOK 301 PAGE 622

STATE OF ALA. SHELBY CO.
RECORDS & CLERK
90 JUL 23 AM 10:07

NO TAX COLLECTED
1. Doc. Tax \$
2. \$
3. \$ 10.00
4. \$ 3.00
5. \$ 1.00
6. \$ 1.00
Total \$ 15.00