

WARRANTY DEED

STATE OF ALABAMA
SHELBY COUNTY

20071001000458610 1/13 \$.00
Shelby Cnty Judge of Probate, AL
10/01/2007 02:34:46PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One and no/100 Dollar (\$1.00), and in consideration of the fulfillment of the requirements of the Merger Agreement entered into by and between the parties on the 6th day of September, 2007, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, to the undersigned Grantor, **Westover Water Authority**, in hand paid by **Shelby County, Alabama**, a political subdivision of the State of Alabama (hereinafter Grantee), said Grantor does hereby grant, bargain, sell, and convey unto said Grantee **Shelby County, Alabama**, the following described real estate, situated in Shelby County, Alabama, to-wit:

Parcel I:

Commence at the Northwest corner of Section 27, T-19-S, R-1-E, thence run South along the West line of said Section a distance of 2629.03 feet; thence turn an angle of 89 deg. 35 min. 04 sec. to the left and run a distance of 1194.01 feet; thence turn an angle of 93 deg. 21 min. 37 sec. to the left and run a distance of 252.90 feet to the point of beginning; thence continue in the same direction a distance of 420.00 feet to the South right-of-way of U.S. Hwy. No. 280; thence turn an angle of 73 deg. 13 min. 05 sec. to the right and run along said Hwy. R/W a distance of 183.00 feet; thence turn an angle of 106 deg. 46 min. 55 sec. to the right and run a distance of 420.00 feet; thence turn an angle of 73 deg. 13 min. 05 sec. to the right and run a distance of 183.00 feet to the point of beginning. Situated in Sec. 27, T-19-S, R-1-E, Shelby County, and containing 1.68 acres.

Parcels II, III, IV, V, VI, VII, and VIII described on Exhibit "A" (consisting of pages 1 through 6 and attached Exhibit "B") attached hereto and made part and parcel hereof as fully as if set out herein.

Grantor does further convey to Grantee all property and assets, real property, personal property, or mixed property, all easements, rights-of-way, and any and all assets of every class and description owned by Westover Water Authority or in which Westover Water Authority has any interest including, but not being limited to, the public water system heretofore owned and operated by Westover Water Authority, together with all appurtenant or related facilities and properties.

TO HAVE AND TO HOLD to the said Grantee Shelby County, Alabama, its successors and assigns forever.

And Grantor does for itself and for its successors and assigns covenant with the said Grantee, its successors 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; that it will for its successors and assigns warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal, this 28 day of September, 2007.

WESTOVER WATER AUTHORITY

ATTEST:

Robert A. Wanninger
Robert A. Wanninger, Secretary

By:

Bryce Collins (SEAL)
Bryce Collins, Chairman

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bryce Collins, whose name as Chairman of Westover Water Authority, is signed to the foregoing instrument and who is known to me, acknowledged before me, on this day, that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the said Westover Water Authority.

Given under my hand and official seal, this the 28 day of September, 2007.

[Signature]
Notary Public

Parcel II:

Beginning at the Northeast corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 19 South, Range 1 East run South 20 deg. 25' West 20 $\frac{1}{2}$ feet; thence turn an angle of 34 deg. 31' to the left and run 29 $\frac{1}{2}$ feet to the center of existing drive and the North right of way line of U. S. Highway 280; thence turn an angle of 107 deg. 25' to the left and run 15 feet along said right of way line to the point of beginning; thence continue along this same course 25 feet; thence turn an angle of 90 deg. to the left and run Northeasterly 25 feet; thence turn an angle of 90 deg. to the left and run Northwesterly 25 feet; thence turn an angle of 90 deg. to the left and run Southwesterly 25 feet to the point of beginning.

This land being a part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 19 South, Range 1 East and being 0.01 $\frac{1}{2}$ acres, more or less.



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Parcel III:

Beginning at the Southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, Township 19 South, Range 2 East, run Northerly along the West boundary of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, Township 19 South, Range 2 East 425.50 feet to the point of beginning; thence turn an angle of 90 deg. to the right and run Easterly 25.0 feet; thence turn an angle of 90 deg. to the right and run southerly 25.0 feet; thence turn an angle of 90 deg. to the right and run westerly 25.0 feet to the West boundary of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, Township 19 South, Range 2 East; thence turn an angle of 90 deg. to the right and run Northerly along the West boundary of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, Township 19 South, Range 2 East 25.0 feet to the point of beginning.

This land being a part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, Township 19 South, Range 2 East and being 0.01 $\frac{1}{2}$ acres, more or less.

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Parcel IV:
 A lot described and Commenced at the Southeast corner of Sec. 19, T-19-S, R-1-E, page 2 of 6
 thence run East along the South line of said Section 19 a distance of 2693.54 feet; thence turn
 an angle of 68 deg. 13 min. 10 sec. to the left and run a distance of 227.51 feet; thence turn
 an angle of 7 deg. 47 min. 21 sec. to the right and run a distance of 221.63 feet; thence turn
 an angle of 20 deg. 35 min. 00 sec. to the left and run a distance of 200.10 feet; thence turn
 an angle of 27 deg. 13 min. 00 sec. to the right and run a distance of 91.83 feet; thence turn
 an angle of 15 deg. 36 min. 43 sec. to the right and run a distance of 137.44 feet; thence turn
 an angle of 18 deg. 33 min. 46 sec. to the left and run a distance of 277.92 feet; thence turn
 an angle of 6 deg. 00 min. 50 sec. to the left and run a distance of 103.92 feet; thence turn
 an angle of 20 deg. 25 min. 22 sec. to the left and run a distance of 138.51 feet; thence turn
 an angle of 9 deg. 55 min. 15 sec. to the left and run a distance of 98.16 feet; thence turn
 an angle of 20 deg. 42 min. 50 sec. to the right and run a distance of 326.23 feet; thence turn
 an angle of 28 deg. 33 min. 25 sec. to the left and run a distance of 177.97 feet; thence turn
 an angle of 27 deg. 52 min. 36 sec. to the right and run a distance of 89.87 feet; thence turn
 an angle of 18 deg. 38 min. 09 sec. to the right and run a distance of 215.35 feet; thence turn
 an angle of 30 deg. 23 min. 05 sec. to the right and run a distance of 116.00 feet; thence turn
 an angle of 21 deg. 28 min. 41 sec. to the left and run a distance of 53.16 feet; thence turn
 an angle of 45 deg. 31 min. 12 sec. to the left and run a distance of 91.32 feet; thence turn
 an angle of 30 deg. 03 min. 11 sec. to the left and run a distance of 57.27 feet; thence turn
 an angle of 29 deg. 34 min. 32 sec. to the left and run a distance of 222.94 feet; thence turn
 an angle of 6 deg. 08 min. 00 sec. to the right and run a distance of 146.63 feet; thence turn
 an angle of 18 deg. 43 min. 44 sec. to the left and run a distance of 76.36 feet; thence turn
 an angle of 16 deg. 04 min. 17 sec. to the left and run a distance of 22.54 feet; thence turn
 an angle of 13 deg. 07 min. 51 sec. to the left and run a distance of 153.33 feet; thence turn
 an angle of 14 deg. 52 min. 35 sec. to the right and run a distance of 147.47 feet; thence turn
 an angle of 32 deg. 07 min. 51 sec. to the right and run a distance of 143.14 feet; thence turn
 an angle of 11 deg. 31 min. 10 sec. to the right and run a distance of 277.13 feet; thence turn
 an angle of 22 deg. 17 min. 20 sec. to the right and run a distance of 191.69 feet; thence turn
 an angle of 10 deg. 59 min. 43 sec. to the left and run a distance of 65.46 feet; thence turn
 an angle of 36 deg. 30 min. 37 sec. to the left and run a distance of 90.51 feet to the point of
 beginning; thence continue in the same direction a distance of 160.00 feet; thence turn an angle
 of 90 deg. 00 min. to the left and run a distance of 160.00 feet; thence turn an angle of 90 deg.
 00 min. to the left and run a distance of 160.00 feet; thence turn an angle of 90 deg. 00 min. to
 the left and run a distance of 160.00 feet to the point of beginning. Situated in the SE 1/4 of the
 NW 1/4, Sec. 19, T-19-S, R-1-E.

Being the same property conveyed to Westover Water And Fire Protection Authority by deed from
 Coosa River Newsprint, Pulp And Forest Products Company, a Division of Kimberly-Clark
 Corporation, dated March 17, 1981, recorded in Deed Book 334, Page 329, together with easement
 therein described, in the Probate Records of Shelby County, Alabama.

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Parcel V:

Beginning at the southwest corner of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 19, Township 19 South, Range 1 East, run easterly along the south boundary of said Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 19, Township 19 South, Range 1 East, 1,127.03 feet; thence turn an angle of 65 degrees 40 minutes to the left and run northeasterly 203.86 feet; thence turn an angle of 90 degrees to the left and run northwesterly 30 feet to the point of beginning; thence continue along this same course 75 feet to a point; thence turn an angle of 90 degrees to the left and run southwesterly a distance of 75 feet to a point; thence turn angle of 90 degrees to the left and run southeasterly 75 feet to a point; thence turn an angle of 90 degrees to the left and run northeasterly 75 feet to the point of beginning, and being a part of the Southeast Quarter of the Southwest Quarter of Section 19, Township 19 South, Range 1 East and containing 0.129 acres, more or less, and excepting therefrom mineral and mining rights.



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Parcel VI:

Beginning at the southwest corner of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 19, Township 19 South, Range 1 East, run easterly along the south boundary of said Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 19, Township 19 South, Range 1 East, 1,127.03 feet; thence turn an angle of 65 degrees 40 minutes to the left and run northeasterly 203.86 feet; thence turn an angle of 90 degrees to the left and run northwesterly 30 feet to the point of beginning; thence continue along this same course 75 feet; thence turn an angle of 90 degrees to the right and run northeasterly 75 feet; thence turn an angle of 90 degrees to the right and run southeasterly 75 feet; thence turn an angle of 90 degrees to the right and run northwesterly 75 feet to the point of beginning, and being a part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 19, Township 19 South, Range 1 East, containing 0.129 acres, more or less, and excepting therefrom mineral and mining rights.

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Parcel VII:

All of the right, title, and interest of Grantor in and to that certain lease dated December 30, 1992, between Kimberly-Clark Corporation and Westover Water And Fire Protection Authority, a copy of which is attached as Exhibit "B" and made part and parcel hereof as fully as if set out herein.

And also all right, title, and interest of Grantor in and to the following described property located in Shelby County, Alabama:

From the Northwest corner of Section 12, Township 20 South, Range 2 West, run in an easterly direction a distance of 3907.47 feet to the point of beginning being a 1/2" capped rebar; thence right 83°-21'-37" a distance of 152.22 feet to the right-of-way of Shelby County 36 being a 1/2" capped rebar; thence left 90°-00'-00" along the right-of-way of said road a distance of 140.00 feet to a 1/4" capped rebar; thence left 90°-00'-00" a distance of 160.00 feet to a 1/2" capped rebar; thence left 93°-10'-41" a distance of 140.27 feet to the point of beginning. Said property contains 0.5 acres more or less.

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Parcel VIII:

Water Tank Lot Description:

Commence at the northwest corner of the NE 1/4 of the SW 1/4, Sec. 28, T-19-S, R-1-W, Huntsville Meridian; thence run easterly along the north line of said 1/4-1/4 Sec. a distance of 125.79 feet to the southeasterly R/W of U.S. Hwy. No. 280; thence continue along said course 784.34 feet; thence turn an angle of 89 deg. 17 min. 50 sec. to the right and run a distance of 56.05 feet to the point of beginning; thence continue along aforesaid course 100.00 feet; thence turn an angle of 90 deg. 00. min. to the left and run a distance of 100.00 feet; thence turn an angle of 90 deg. 00. min. to the left and run a distance of 100.00 feet thence turn an angle of 90 deg. 00. min. to the left and run a distance of 100.00 feet to the point of beginning, containing .230 acres, more or less.

Center-line description of a 60-foot easement for a roadway:

Commence at the Northwest corner of the NE 1/4 of the SW 1/4 of Sec. 28, T-19-S, R-1-W, thence run East along the North line of said 1/4-1/4 Section a distance of 30.00 feet; thence turn an angle of 90 deg. 05 min. to the right and run South and parallel with the West line of said 1/4-1/4 Section a distance of 135.25 feet to the Southeast R/W line of Shelby County Hwy. No. 11 and the point of beginning; thence continue South and parallel with the West line of said 1/4-1/4 Section a distance of 787.23 feet to the P. C. of a centerline curve; thence continue along said centerline curve (whose Delta Angle is 100 deg. 54 min. to the left, Radius is 82.58 feet, Tangent distance is 100.00 feet, length of Arc is 145.42 feet) to the point of a compound curve; thence continue along said curve (whose Delta Angle is 47 deg. 18 min. to the left, Radius is 222.29 feet, Tangent Distance is 97.35 feet; Length of Arc is 183.51 feet) to the P. T. of said compound curve; thence continue along said centerline a distance of 228.50 feet to the P.C. of a centerline curve; thence continue along said centerline curve, (whose Delta Angle is 13 deg. 14 min. to the right, Radius is 698.28 feet, Tangent distance is 81.00 feet, Length of Arc is 161.27 feet to the point of a reverse curve; thence continue along said reverse curve (whose Delta Angle is 12 deg. 54 min. to the left, Radius is 716.48 feet, Tangent Distance 81.00 feet, Length of Arc is 161.31 feet) to the P.T. of said curve; thence continue in the same direction along said centerline a distance of 161.75 feet to the P.C. of a centerline curve; thence continue along said centerline curve (whose Delta Angle is 19 deg. 04 min. 35 sec. to the right, Radius is 595.44 feet, Tangent distance is 100.00 feet, Length of Arc 198.15 feet) to the P.T. of said curve; thence continue along said centerline a distance of 126.21 feet to the point of ending. Situated in the NE 1/4 of the SW 1/4, Sec. 28, T-19-S, R-1-W, Shelby County, Alabama

Water Line Easement description:

Commence at the Northwest corner of the NE 1/4 of the SW 1/4 Sec. 28, T-19-S, R-1-W, thence run East along the North line of said 1/4-1/4 Section a distance of 125.79 feet to the Southeast R/W of Shelby County Hwy. No. 11 and the point of beginning; thence continue East along the North line of said 1/4-1/4 Section a distance of 799.34 feet; thence turn an angle of 89 deg. 17 min. 50 sec. to the right and run a distance of 56.05 feet to the North line of proposed water tank site; thence turn an angle of 90 deg. 00. min. to the right and run




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a distance of 15 feet to the Northwest corner of said water tank site; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 41.05 feet; thence turn an angle of 89 deg. 17 min. 30 sec. to the left and run West and parallel with the North line of said 1/4-1/4 Section a distance of 800 feet, more or less, to the Southeast R/W line of said Hwy. No. 11; thence turn an angle of 125 deg. 22 min. to the right and run along said R/W line to the point of beginning; Situated in the NE 1/4 of the SW 1/4, Sec. 28, T-19-S, R-1-W, Shelby County, Alabama.

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STATE OF ALABAMA)
COUNTY OF SHELBY)

WATER TANK SITE LEASE

THIS LEASE, entered into on this 30th day of
DECEMBER, 1992, between KIMBERLY-CLARK CORPORATION, a
corporation (hereinafter "LESSOR") and WESTOVER WATER AND FIRE
PROTECTION AUTHORITY, a public entity (hereinafter "LESSEE"):

WITNESSETH

The LESSOR does hereby lease unto LESSEE the following
described real property located in Shelby County, Alabama:

A parcel of land located in the Northwest corner of the
Northeast Quarter of the Northeast Quarter, Section 12,
Township 20 South, Range 2 West, Shelby County,
Alabama, to be used as a water tank site and described
as follows:

Commence at the Northwest corner of Section
12, Township 20 South, Range 2 West run
easterly along the said Section 12 a distance
of 3,907.47 feet to the point of beginning
being a 1/2-inch steel post; thence right
83°21'37" for 152.22 feet to the right-of-way
of Shelby County Highway 36; thence left
90°00'00" along the right-of-way of said road
for 140.00 feet; thence right 90°00'00" for
160.00 feet; thence left 93°10'41" for 140.27
feet to the point of beginning and containing
0.5 acres more or less.

The water tank site is shown in red on the drawing entitled
"Tank Site Westover Water and Fire Protection Authority" drawn by
Peavy Land Surveying, October 1992 and attached hereto as
Exhibit A.

The LESSOR does hereby lease and rent to the LESSEE the
above described property for said use and purpose for a period of
fifty (50) years, beginning on the 30th day of DECEMBER,
1992, with an option to renew the same for an additional period
of forty-nine (49) years upon the receipt by LESSOR of written
notice from LESSEE of its intention to renew at least one (1)
year prior to the expiration of the initial term hereof.

In consideration whereof, the LESSEE agrees to pay the
LESSOR the sum of Four Thousand Dollars (\$4,000.00) to cover the
rental during the initial term of this lease. In the event the
option to renew is exercised by LESSEE pursuant to the terms

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hereof, the rent shall be adjusted upward based on the percentage of increase in the Producer Price Index of the United States Department of Labor during the original term hereof. Should such index decrease, no decrease shall be made in rental.

This lease is made on the following terms, conditions, and covenants:

1. LESSEE, upon the payment of the rent herein reserved and upon the performance of all the terms of this lease, shall at all times during the lease term, and during any renewal term, peaceably and quietly enjoy the leased property without any disturbance from the LESSOR or from any other person claiming through the LESSOR.

2. The LESSOR reserves the full right for its agents, employees or assigns to use the land leased hereby for any purposes it desires, including the growing of timber, so long as such uses do not interfere with the use of said lands by LESSEE for the purpose hereinabove set forth.

3. LESSOR has no obligation to keep and maintain the leased area in safe condition and the use of the leased area by LESSEE, its agents, employees or assigns, shall be at its risk and peril.

4. Nothing herein shall be construed as a warranty that the leased property is in good condition or is fit or suitable for the use and purpose for which it is rented or leased. LESSOR has made no representation or promises with respect to said property except as herein expressly set forth.

5. LESSEE agrees to construct a water tank within a two-year (2) period from the date of this lease. If the leased area is not occupied within the two-year period, or if the leased area is abandoned for a period of two years during the initial term for any renewal term, then this lease shall be cancelled and rent payments made forfeited.

6. LESSEE agrees to place all underground water lines and appurtenances at a sufficient depth, a minimum of 36 inches, so as not to interfere with activities related to LESSOR'S management of adjacent woodlands.

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7. LESSEE agrees to stabilize the tank site by using, but not limited to, diversion ditches, water bars, silt screens or seeding and mulching such areas with grass to prevent soil erosion. Stabilization of the area shall be to the LESSOR'S specifications and shall satisfy all local, state, and federal regulations now in existence or as maybe hereinafter enacted.

8. LESSEE agrees to maintain the leased property and will keep the improvements upon the same in good repair and condition, and will not commit waste on or damage to the property being leased, and will use due care to prevent others from so doing.

9. At the termination of this lease, LESSEE will, at its expense, remove the structures and improvements which it placed upon the leased property, so as not to damage the premises herein leased. LESSEE shall be wholly responsible for any environmental infractions during the initial lease period and any renewal period and shall at the end of the lease hold LESSOR harmless from and perform, at its expense, all environmental remedial work as may then be specified by any authority, law or regulation, or by LESSOR.

10. LESSEE shall not assign or in any manner lease, any interest or benefit herein, or sublet the leased property or any part thereof without the written consent of LESSOR.

11. LESSOR reserves the right to sell the leased property, subject to this lease, at any time.

12. In view of the nominal rental paid hereunder, LESSEE has satisfied itself that LESSOR has good title to the lands leased hereunder. LESSOR does not warrant that the leased premises are suitable for the purposes for which they are leased.

13. LESSEE agrees and covenants to release, indemnify, protect and hold harmless the LESSOR, its successors or assigns, from and against any and all claims and demands by LESSEE, its employees, agents, contractors, or any other persons whomsoever, for damages to property and injury or death to persons which may arise out of or be caused directly or indirectly by LESSEE'S water tank construction, operation and maintenance, or by the use

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of such facilities, by LESSEE, its employees, agents, contractors, invitees, licensees or any other persons whomsoever, and even though caused by LESSOR or others as a result of any activities of LESSOR, whether or not characterized as negligent.

14. LESSOR and LESSEE agree that this lease, and the covenants and agreements herein, shall be binding upon and enforceable by LESSOR and LESSEE. The continued use of the leased area by any successor in ownership to the leasehold shall conclusively constitute such user's agreement to be bound by all the covenants and agreements herein assumed by LESSEE, including the agreements of indemnity.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives on this 30th day of DECEMBER, 1992.

WITNESS:

KIMBERLY-CLARK CORPORATION
A CORPORATION

CPH Hitchcock

By: B. H. Knight
B. H. Knight
President
U. S. Pulp & Newsprint

ATTEST:

WESTOVER WATER AND FIRE
PROTECTION AUTHORITY

Ronald L. Starn
Its Secretary

By: Dewey Garrett, Jr.
Dewey Garrett, Jr.
Its Chairman

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STATE OF ALABAMA)
COUNTY OF TALLADEGA)

I, Virginia R. Johnston, a Notary Public in and for said County in said State, hereby certify that B. H. Knight, whose name as President, U. S. Pulp & Newsprint, KIMBERLY-CLARK CORPORATION, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 30th day of December, 1992.

Virginia R. Johnston
Notary Public

SEAL

My Commission Expires: 5/6/95

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Margerie P. Buckner, a Notary Public in and for said County in said State, hereby certify that Dwight Barrett, Jr., whose name as Chairman, WESTOVER WATER AND FIRE PROTECTION AUTHORITY, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 14th day of December, 1992.

Margerie P. Buckner
Notary Public

SEAL

My Commission Expires: 4-6-96

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