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**AGREEMENT  
FOR  
WATER LINE EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 6<sup>th</sup> day of September, 1989, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and Billie Lee Biddie hereinafter called the Owner(s).

WHEREAS, the Board desires to obtain from the Owner a permanent utilities easement across lands owned by the Owner in order that the Board can install and maintain a water main; and

THEREFORE, be it known by these presents that, in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed as follows:

1. The easement lying in the boundaries described below:

Beginning at the NE corner of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama, said corner being the Point of Beginning, commence in a westerly direction along the north boundary of the N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said Section 15 a distance of 20 feet to a point, then proceed in a southerly direction a distance of 678.72 feet $\pm$  to a point on the southern boundary of property owned by the Owner as described in Will Book 50, Page 105, and 20 feet west of the eastern boundary of the N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said Section 15, then proceed in an easterly direction along the southern boundary of said property a distance of 20 feet to a point on the eastern boundary of the N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said Section 15, then proceed in a northerly direction along the said eastern boundary a distance of 678.76 feet $\pm$  to the Point of Beginning. The said utilities easement to be purchased from the Owner includes an area of 0.31 acres  $\pm$ .

2. The Owner grants to the Board the right to enter the easement to construct said water main and to perform maintenance activities as deemed necessary by the Board.
3. The Owner retains the right to use the lands within the easement as the Owner desires, except as noted herein. The Owner agrees not to use the lands within the easement in a manner which adversely affects the water main. The Owner further agrees not to construct any structure within the lands in the easement. After the water main has been installed, the Owner may construct a fence, drainage pipe, or roadway across the easement, should it be desired, however, the Owner shall allow the entrance of equipment and materials onto the easement for the purpose of maintaining said water line when necessary.

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4. The Owner grants to the Board the right to remove trees, shrubs or other vegetation located within the easement as required for the construction and/or maintenance activities associated with the water main. The Board agrees to require that the construction and maintenance work within the easement be done in a workmanlike manner and that any damage to the Owner's property which results from said construction and/or maintenance activities will be corrected by the Board
5. The Board shall hold the Owner harmless from any liability or damage arising from the water main construction and maintenance operations within the easement.
6. The Board shall pay the Owner the sum of \$680.00 as compensation in full for the granting of said easement and in consideration for all other obligations described herein. The Board shall make payment to the Owner within then (10) days of the date the Owner delivers an executed copy of this easement agreement to the Board.
7. The mutual covenants and promises between the parties hereto shall all run with the land and shall be binding on the Board and the Owner, their heirs, successors and assigns.

IN TESTIMONY to all of the mutual covenants and promises set forth hereinabove, the Alabaster Water and Gas Board does hereby agree to be bound by the terms and conditions of this Agreement, and has caused this Agreement to be executed by its Chairman, on the date first above written, and Billie Lee Biddie do hereby agree to be bound by the terms and conditions of this Agreement, and has executed this Agreement, on the date first above written.

THE ALABASTER WATER AND GAS BOARD  
ALABASTER, ALABAMA

By

W.M. Ferris  
W.M. Ferris, Chairman

Sworn and subscribed before me this  
the 6th day of September, 1989.

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

David R. Henshaw

Notary Public

89 DEC 12 PM 1:14

My Commission Expires:

Thomas W. Snowden, Jr.  
JUDGE OF PROBATE

OWNER

Billy Biddie

Sworn and subscribed before me this  
the 6th day of September, 1989.

David R. Henshaw

Notary Public

My Commission Expires:

|             |       |    |      |
|-------------|-------|----|------|
| 1. Deed Tax | ----- | \$ | 5.00 |
| 2. Imp. Tax | ----- | \$ | 3.00 |
| 3. ...      | ----- | \$ | 1.00 |
| 4. ...      | ----- | \$ | 9.00 |