

7/6
**AGREEMENT
FOR
SECURING OPTION ON AND/OR PURCHASE OF
SITE FOR WATER TEST WELL DRILLING
AND FOR
PURCHASE OF SITE AND ACCESS ROAD
FOR
WATER SUPPLY WELL**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 16 day of June, 1988, by and between the Water and Gas Board of the City of Alabaster, Alabama, hereinafter called the Board, and Billy Biddie, hereinafter called the Owner(s).

WHEREAS, the Board desires to drill a test well and/or supply wells in its search for additional water supply for the waterworks system of the Board; and

WHEREAS, it will be necessary that pumping tests be performed on each test well, and that analyses be made on samples of water pumped from the well in order to determine sufficient quantity and of suitable quality to justify construction of a water supply well; and

WHEREAS, if it should be determined that there is available at the test well site, water in sufficient quantity and of suitable quality to justify the construction of a water supply well, the Board will then decide to construct a water supply well at the test well site; and

WHEREAS, the Board and its Engineers, with the permission of the Owner, have made a field examination of the test well site judged to be favorable for securing additional supply of water; and

WHEREAS, the Owner has indicated to the Board that he will permit the Board to enter upon his lands for the purpose of drilling a water test well, or water test wells, and that, should water in sufficient quantity be found, the Board may construct and test, a water supply well at the site and if water in sufficient quantity and quality is found, the Owner will sell the well site to the Board; now

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

1. The Owner grants to the Board the right of temporary access to and egress from the site during the construction and testing of the test

well(s) and/or supply well(s) along such routes across the Owner's lands as will result in minimum disturbance to the lands of the Owner and minimum inconvenience to the Owner, and as mutually agreed upon between the Owner and the Board.

2. The Owner hereby grants to the Board the right of temporary access to and egress from the site during the test well drilling operations along such routes across the Owner's lands such as will result in minimum disturbance to the lands of the Owner and minimum inconvenience to the Owner, and as mutually agreed upon between the Owner and the Board.
3. The Owner shall allow the Board to remove such trees and/or underbrush along the ingress and egress routes agreed upon as will permit the movement of materials, equipment, and personnel across the lands of the Owner to the site, and as will facilitate the drilling and testing of the proposed wells.
4. The Board shall require the drilling work, and work incidental to the drilling, be performed in a workmanlike manner. The Board shall correct any damage done to the lands of the Owner by the performance of the work, by ingress to the work, or by egress from the work. The Board will require that the Drilling Contractor be covered by Liability Insurance on his operations.
5. The Board shall hold the Owner harmless from any liability or damage arising from the well drilling operations. *Ad. Ch. #2631 6/16/88*
6. The Board shall pay to the Owner the sum of \$ 500.00 for the right to drill said test well and/or supply wells, together with the right of ingress to and egress from the work, and for the right to perform flow tests at the site, together with flowage rights from the site; and such payment shall be made prior to entering upon the lands of the Owner for the purpose of drilling the test well or wells. Such payment shall constitute an option to purchase the well site should the flow tests and water analyses indicate that water in sufficient quantity can be produced by construction of water supply wells at the site.
7. Following the completion and testing of the test well(s) and/or supply well(s) should the Board judge that water of sufficient quantity and of suitable quality can be produced by the supply well, the Board shall notify the Owner in writing of its election to purchase the site and access road from the Owner. The Owner shall convey to the Board good and sufficient Title to the well site and access road within ten (10) days of the Board's written notice of its intent to purchase the site and access. The Board will pay the Owner \$6,000 as compensation in full for the site and access road. The compensation shall be paid to the Owner at the time the deed is delivered to the Board.

8. The well site shall have dimensions of 125 feet by 125 feet (approximately 0.36 acre) and be located adjacent to the north boundary line of the Owner's property which lies in the N $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama. The access road shall be 20 feet wide and extend along the northern boundary of the Owner's property from the well site to the existing access road at the northeast corner of the Owner's property. The well site shall be centered around the location of the completed supply well. The precise location of the well site and access road shall be determined after the construction of the supply well.

IN TESTIMONY to all of the mutual covenants and promises set forth hereinabove, the Water and Gas Board of the City of Alabaster, Alabama 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 and duly attested, on the date first above written, and Billy Biddie, does hereby agree to be bound by the terms and conditions of this Agreement, and have executed this Agreement, with attest of witness, on the date first above written.

THE WATER AND GAS BOARD OF
THE CITY OF ALABASTER

Attest: *Freddie Izak*

By *W.M. Farris*
W.M. Farris, Chairman

OWNER(s)

Attest: *Freddie Izak*

Billy Biddie
Billy Biddie

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

89 DEC 12 PM 1:13

Roman A. Shivers, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	
2.	\$	7.50
3.	\$	3.00
4.	\$	1.00
Total	\$	11.50