

Water Line Agreement

THIS WATER LINE AGREEMENT is made this 1 day of July, 2015, by and between **Wanda Gay Shaw Layton and James Dale Layton, her husband**, (hereinafter called "Grantors"), and **IRA Innovations, LLC fbo David K. Williamson, IRA** (hereinafter called "Grantee").

WHEREAS, in consideration of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantors are willing to enter into this water line agreement subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Water lines servicing a house or houses located at 175 Ivie Lane (hereinafter referred to as Parcel A - see legal description – (attachment A) run through the Shaw Lane Property (hereinafter referred to as Parcel B -see legal description – (attachment B)

Wanda Gay Shaw Layton and James Dale Layton, her husband, Grantors and the property owners of Parcel A, hereby agree and allow either or both of the said waterlines servicing Parcel A to be relocated, if necessary or desired, at a time chosen by **Grantee** or any subsequent land owner of Parcel B, provided that:

- 1) The cost of relocating the waterline will be paid by the person who is requesting the line to be moved.
- 2) The relocation work will be done in a timely matter limiting any inconvenience to owners of Parcel A.
- 3) The owners of Parcel A will be given 48 hour notice before any planned work on the above described waterlines if such work will cause an interruption in service.
- 4) Only such rights are granted hereby as are necessary for moving said waterlines.
- 5) Grantee agrees to defend, indemnify and hold harmless Grantor, from and against all claims, costs and expenses which may arise due to the moving of the waterlines herein described, whether or not attributable to the negligence of Grantee.
- 6) This Water Line Agreement may be amended from time to time, as may be necessary, by mutual consent of both parties; provided, however, that no amendment to the Water Line Agreement shall be effective unless in writing and signed by both parties.
- 7) Both parties represent and warrant that they have the authority to execute this Water Line Agreement.
- 8) All notices referred to in the Water Line Agreement shall be sent to the respective parties at the address stated below:

GRANTORS:

Wanda Gay Shaw Layton & James Dale Layton
175 Ivie Lane
Westover, Al 35186

GRANTEE:

IRA Innovations, LLC fbo David K. Williamson, IRA

P.O. Box 360750
Birmingham, AL 35236

Grantors and Grantee understand that this Water Line Agreement runs with the land and subsequent purchasers will be subject to it.

Should either parcel A or B be further subdivided, the subsequent purchasers of said subdivided lots will also be subject to and/or will benefit from this water line agreement.

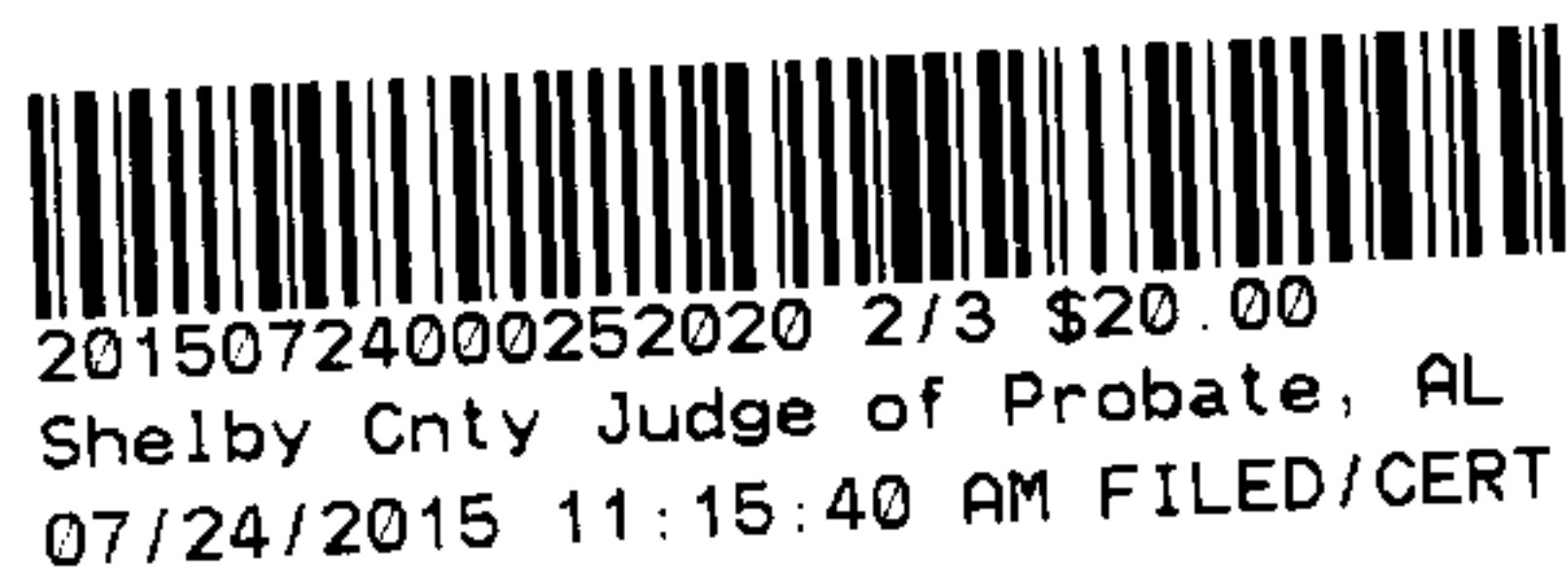
Grantors:

Wanda Gay Shaw Layton Shawn Grubb
Wanda Gay Shaw Layton James Dale Layton by Shawn Grubb
His Attorney-in-Fact

Grantees:

IRA Innovations, LLC fbo David K. Williamson, IRA

William P. Gulas
By: William P. Gulas
Its: Authorized Representative



STATE OF ALABAMA)
COUNTY OF Shelby)

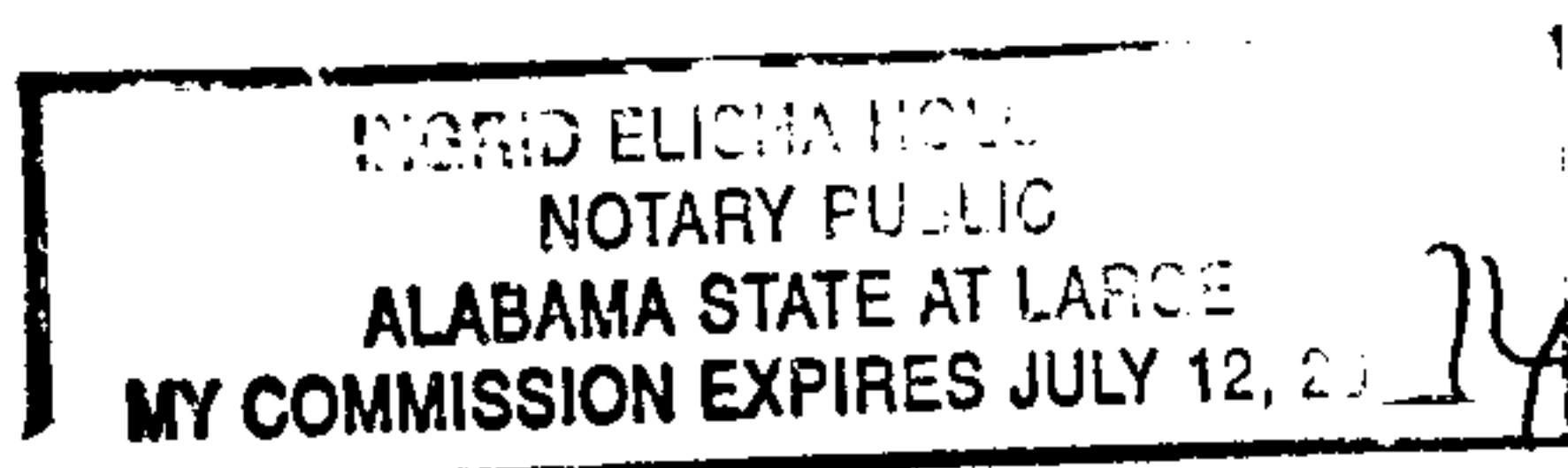
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **William J. Gulas**, whose name is signed as Authorized Representative for IRA Innovations, LLC fbo David K. Williamson, IRA to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, with full authority, executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this the 1 day of July, 2015.

Di Elvin Hall

Notary Public

My Commission Expires:



STATE OF ALABAMA)
COUNTY OF Shelby)

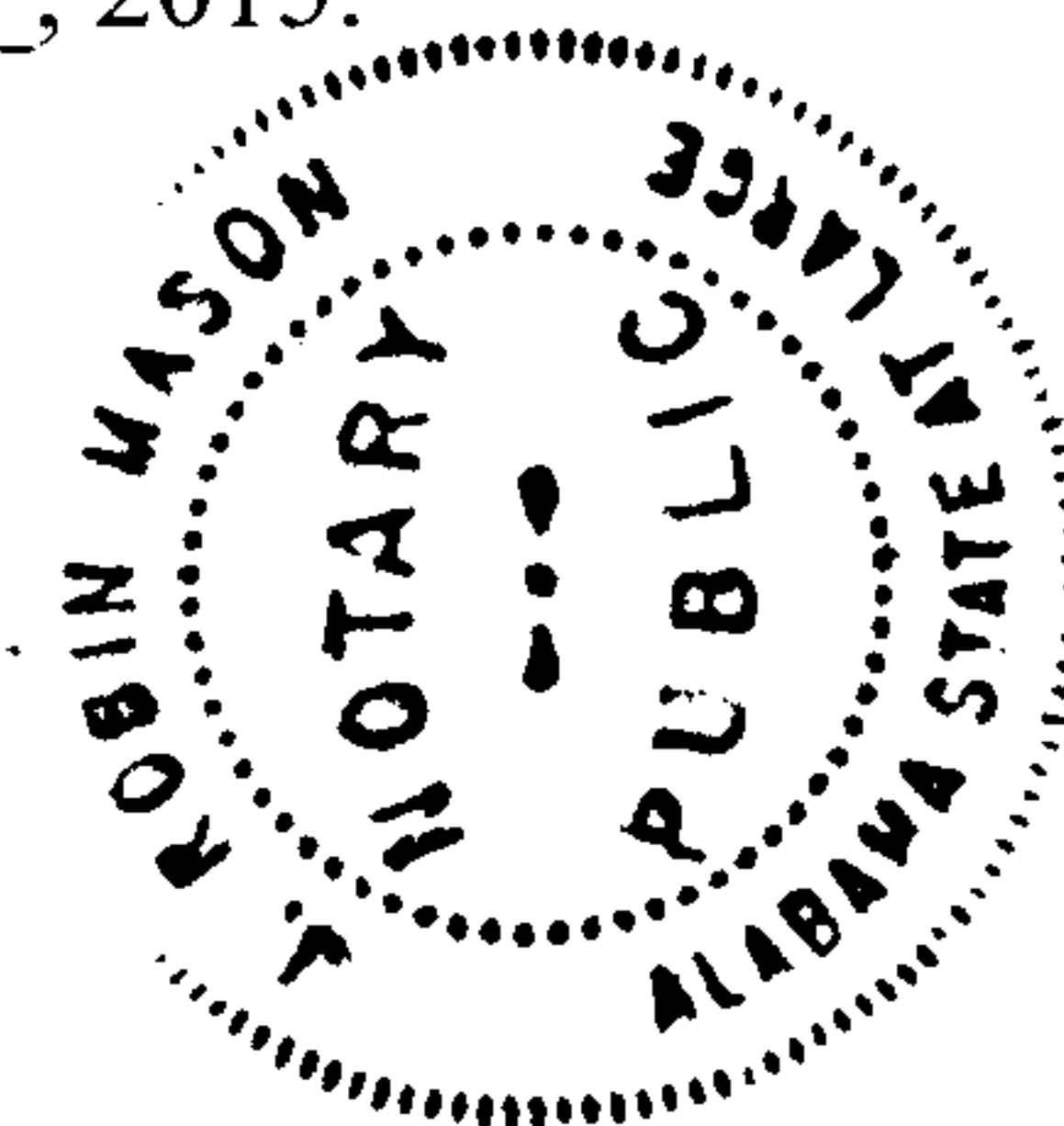
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Wanda Gay Shaw Layton**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this the 25 day of JUNE, 2015.

Robin Mason

Notary Public

My Commission Expires: 3/21/17



STATE OF ALABAMA)
COUNTY OF Shelby)

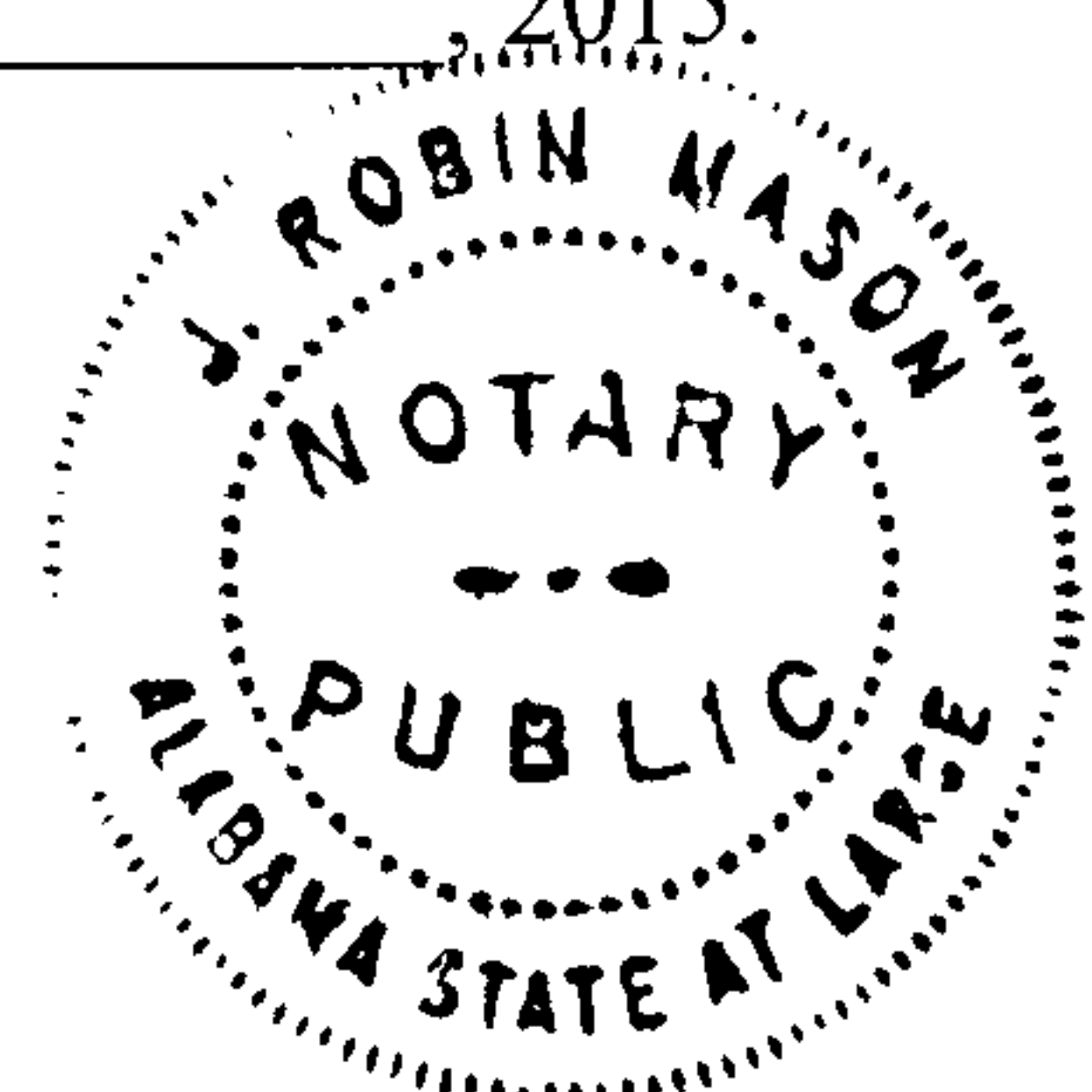
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Shawn Grubb, whose name as Attorney-in-Fact for James Dale Layton**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such Attorney-in-Fact and with full authority, executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this the 25 day of JUNE, 2015.

J. Robin Mason

Notary Public

My Commission Expires: 3/21/17



20150724000252020 3/3 \$20.00
Shelby Cnty Judge of Probate, AL
07/24/2015 11:15:40 AM FILED/CERT