


This instrument was prepared by and
upon recording should be returned to:

Chris Serio
Strategic Realty Partners, LLC
160 Atchison Drive
Chelsea, AL 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)


20230804000235990 1/6 \$37.00
Shelby Cnty Judge of Probate, AL
08/04/2023 12:31:36 PM FILED/CERT

Mutual Agreement for Maintenance and Inspection of Underground Storm Water Detention Pond

This Mutual Agreement ("Agreement") is entered into on this 21st day of July, 2023, by and between:

Strategic Realty Partners, LLC, located at 160 Atchison Drive, Chelsea, AL 35043, hereinafter referred to as "Party A," and Express Oil of Pensacola, Inc., located at 6200 Ninth Ave, Pensacola, 32504, hereinafter referred to as "Party B." Collectively, Party A and Party B shall be referred to as the "Parties."

WHEREAS, Party A is the owner of the property located at 160 Atchison Drive, Chelsea, AL 35043 and described in Exhibit A hereto (the "Party A Property") and Party B is the owner of the property located at 200 Atchison Drive, Chelsea, AL 35043 and shown on Exhibit B hereto (the "Party B Property");

WHEREAS, Party A plans to construct an underground stormwater detention pond (hereinafter referred to as the "Pond") situated on the Party A Property;

WHEREAS, Party A and Party B acknowledge their mutual interest in using and maintaining the Pond, ensuring its proper functioning, and sharing the associated costs;

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. Use: Party A grants Party B use of the Pond for discharge and storage of stormwater from the Party B Property. Currently, an above ground detention facility exists on Party A's property that handles Party B's stormwater runoff. When Party A builds the Pond, Party B will still be allowed to discharge its runoff into the existing above ground detention facility until such time Party A attaches Party B's system to the Pond. To facilitate this attachment, Party B does hereby grant, to Party A, a temporary construction easement over Party B's property as depicted on the attached exhibit to this Agreement.

2. Maintenance and Inspection:

a. Party A and Party B shall jointly undertake inspections of the Pond as required to assess its condition, cleanliness, and functionality.

b. The Parties shall share the responsibility equally for scheduling and coordinating the inspections and any subsequent maintenance as necessary.

3. Cost Sharing:

a. The Parties agree to share the financial responsibility for all routine maintenance, repairs, and improvements required for the Pond with the understanding that Party B's share shall be 34% and Party A's share shall be 66%. Party B acknowledges it may bear additional cost responsibility if it generates any unusual or unreasonable discharge into the Pond that is damaging.

b. In the event of any unforeseen repair or emergency situation, the Parties shall promptly communicate and jointly decide on the course of action and cost allocation.

4. Records and Documentation:

a. The Parties shall maintain accurate and up-to-date records of all inspections, maintenance, repairs, and associated costs related to the Pond.

b. Both Party A and Party B shall have full access to these records upon reasonable request.

5. Notice of Issues:

a. Either Party shall promptly notify the other in writing if they become aware of any issues or concerns regarding the Pond, including signs of degradation, malfunctions, or safety hazards.

b. Upon receipt of such notice, the Parties shall collaborate to assess the situation and determine the appropriate action to be taken.

6. Term and Termination:

a. This Agreement shall commence on the effective date and shall remain in effect until terminated by mutual agreement of both parties.

b. Termination of this Agreement shall not relieve the Parties from their responsibilities for any pending inspections, maintenance, or repairs until completion.

7. Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Alabama.

8. Entire Agreement: This Agreement constitutes the entire understanding between Party A and Party B with respect to the subject matter herein and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

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STRATEGIC REALTY PARTNERS, LLC,
an Alabama limited liability company

By: [Signature]
Name: CHRIS A SERIO
Title: member

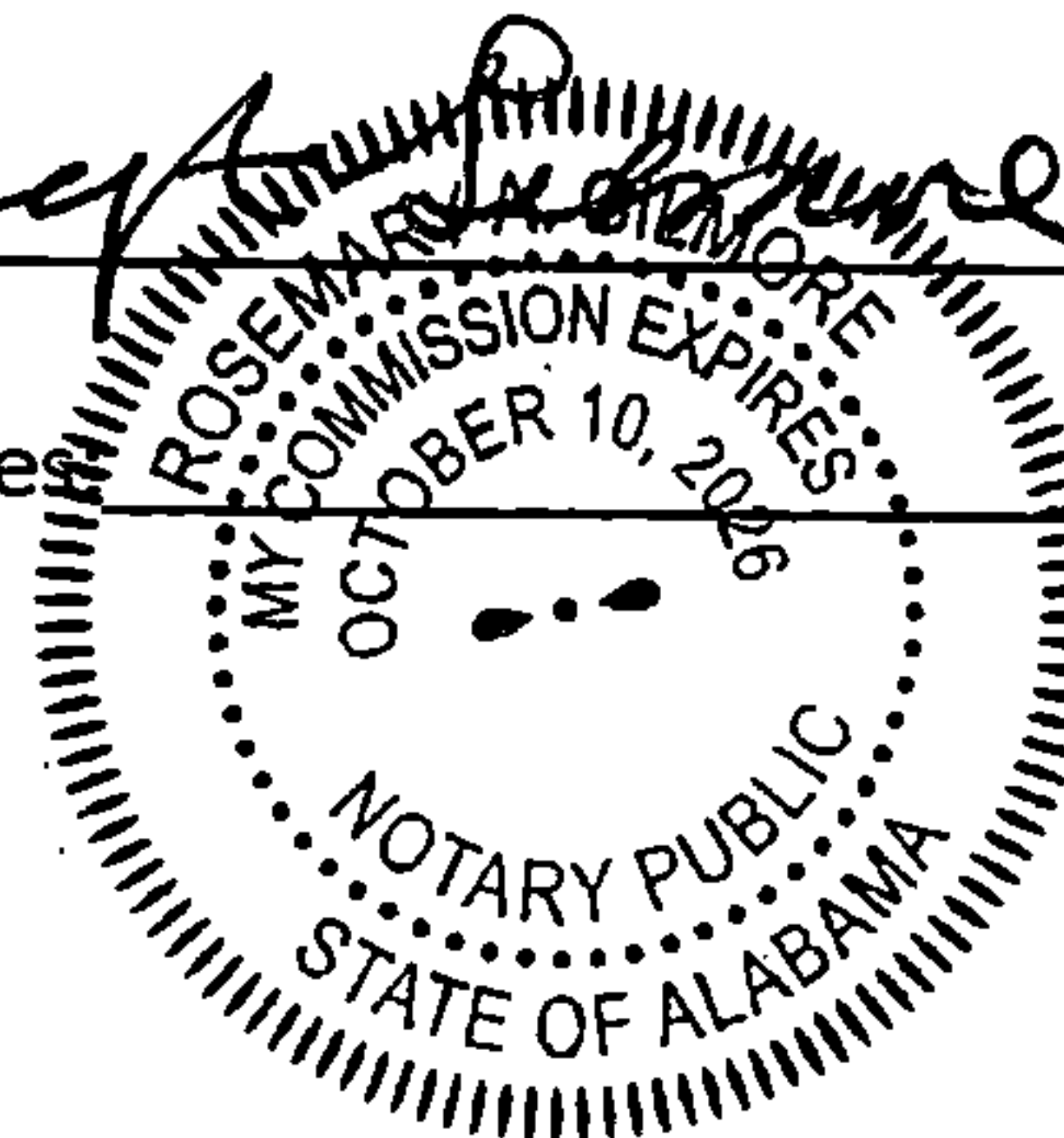
By: [Signature]
Name: Courtney Serio
Title: Member

STATE OF Alabama,
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Christopher Serio whose name as Member of Strategic Realty Partners, LLC, an Alabama limited liability company, 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 this instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal on this 3rd day of August, 2023.

[Signature]
NOTARY PUBLIC
My Commission Expires

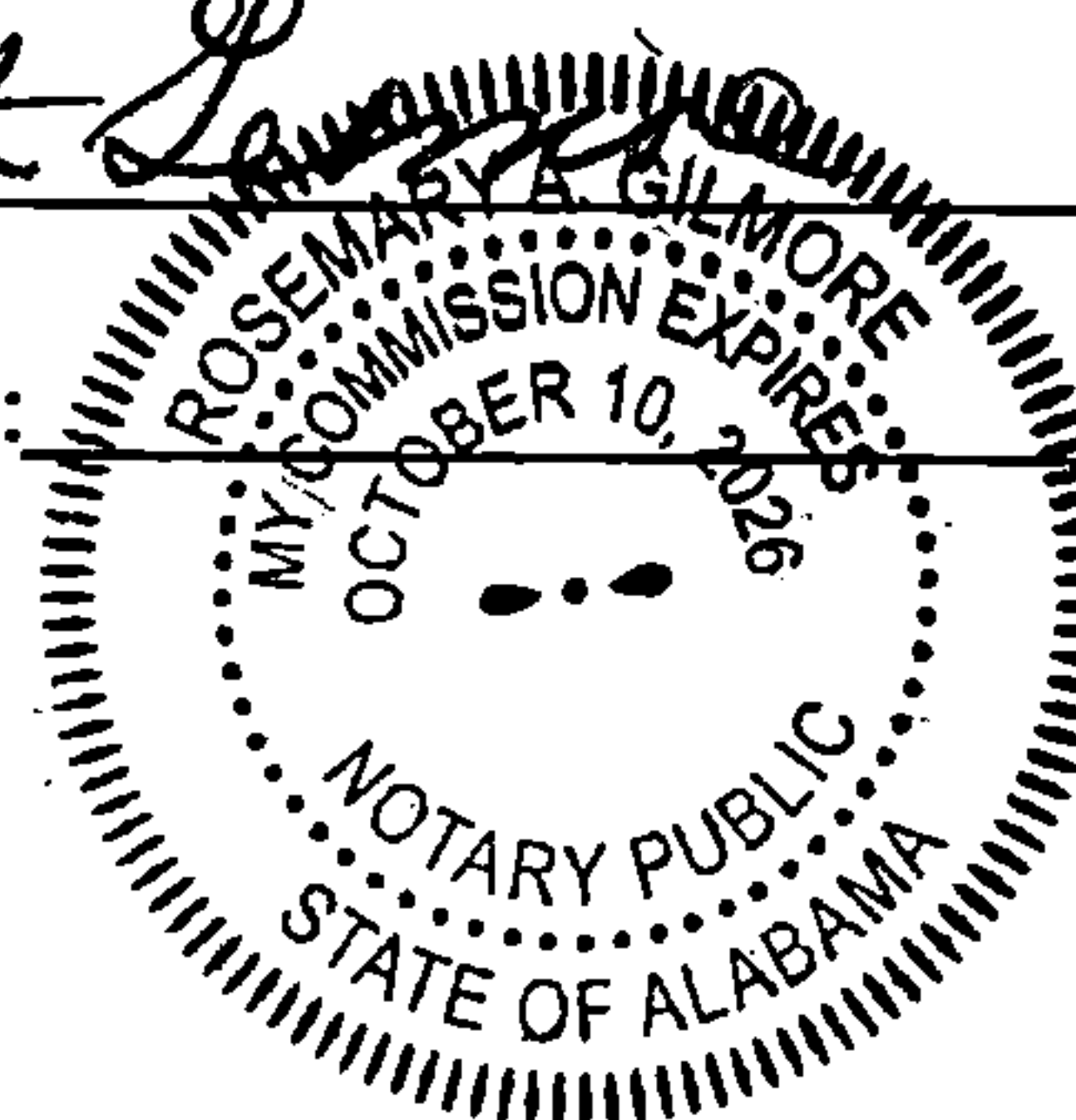


STATE OF Alabama,
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Courtney Serio whose name as Member of Strategic Realty Partners, LLC, an Alabama limited liability company, 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 this instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal on this 3 day of August, 2023.

[Signature]
NOTARY PUBLIC
My Commission Expires





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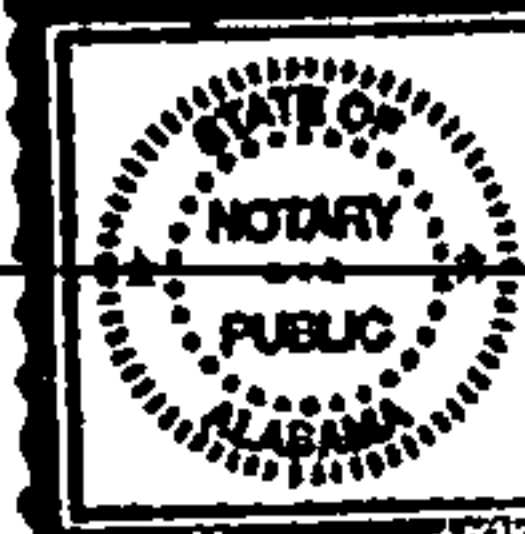
EXPRESS OIL OF PENSACOLA, INC.

By: *Bill Ross*
Name: Bill Ross
Title: President

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Bill Ross, whose name as President of Express Oil of Pensacola, Inc., 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 this instrument, s/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 seal on this 3rd day of August, 2023.

Jenny DeFore
NOTARY PUBLIC
My Commission Expires:  JENNY DEFORE
My Commission Expires
April 12, 2026

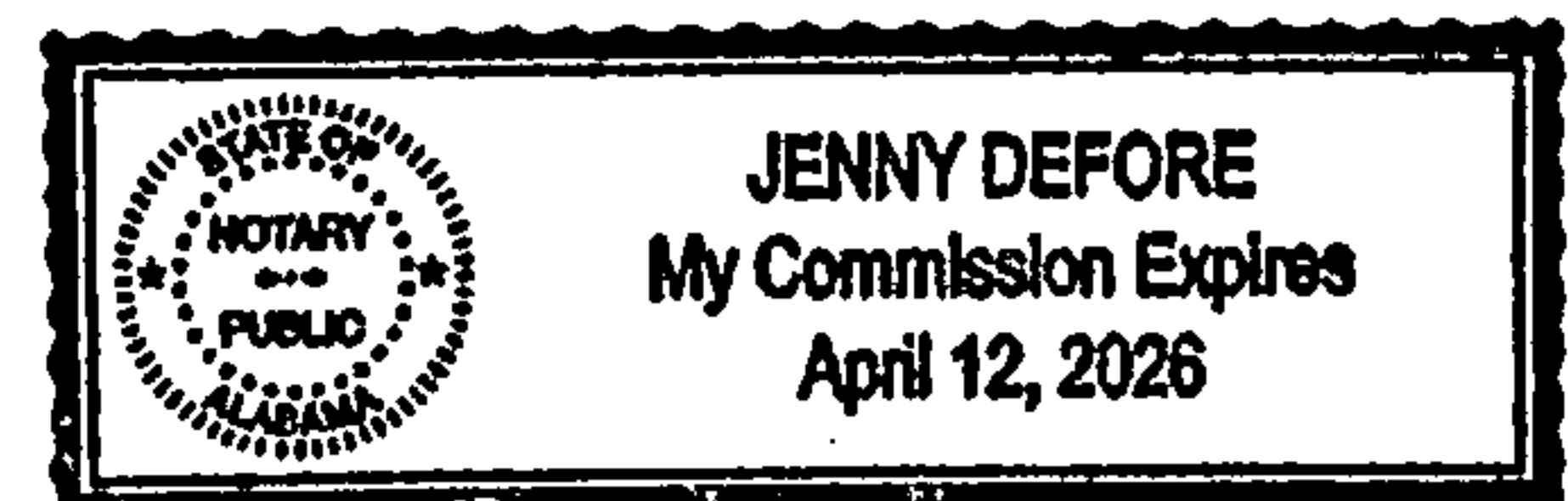


EXHIBIT A

Description of Party A Property

Lot B-1, Atchison's Resurvey No. 5, being a resurvey of Lot A and Lot B, Atchison's Resurvey No. 4, as recorded in Map Book 58, Page,41, in the Probate Office of Shelby County, Alabama.



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EXHIBIT B



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Description of Party B Property

Lot C, Atchison's Resurvey No. 4, as recorded in Map Book 57, Page 52, being a Resurvey of Lot 1-E, Atchison's Resurvey No. 3, in the Probate Office of Shelby County, Alabama.