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Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

Effective Date: 12/23/25

### STORMWATER MAINTENANCE AGREEMENT

This Agreement ("Agreement"), made and entered into as of the Effective Date set forth above, by and between Chelsea 280, LLC, ("Owner"), whose mailing address is P.O. Box 43007, Birmingham, Alabama 35243, and The City of Chelsea, Alabama, a municipal corporation situated in Shelby County, Alabama, (the "City" or "Chelsea"), whose mailing address is 11611 Chelsea Road, Chelsea, AL 35043.

#### WITNESSETH:

**WHEREAS** the Owner owns certain real property (the "Property") located in the City of Chelsea, Alabama, situated in Shelby County, Alabama, and being more specifically described as follows:

**Lots 1, 2, 3, 4, 5 and 6, according to the Map of Mason Addition to Highway 280 as recorded in Map Book 58, Page 66 in the Probate Office of Shelby County, Alabama.**

**WHEREAS** the Owner is developing a commercial subdivision known as the Chelsea Exchange, and as part of the development, is required to provide for the management of stormwater runoff through the construction and maintenance of certain Stormwater Best Management Practices (BMPs), including the install and maintenance of an intended Detention Pond and associated infrastructure ("Detention Pond");

**WHEREAS** the City requires that such facilities be maintained in perpetuity to ensure their continued function and to prevent flooding and pollutants from entering the waters of the State of Alabama.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Construction and Maintenance: The Owner shall, at its sole expense, construct and maintain the stormwater management facilities, including the Detention Pond, pipes, inlets, and outfalls, in strict accordance with the approved plans and specifications on file with the City. Maintenance shall include:

a. Debris Removal: Regular removal of trash, silt, and organic debris from the pond and Detention Pond and intake/outtake structures.

b. Vegetation Management: Mowing and control of invasive species to ensure structural integrity of embankments.

c. Structural Integrity: Repair of any erosion, piping, or settlement in dam/berm and maintenance of any concrete structures.

2. Inspection Schedule: The Owner shall conduct and document periodic inspection of the stormwater facilities and Detention Pond. At a minimum, inspections shall occur:

- a. Annually.
- b. After Notice from any government authority, including the City, of a heavy rainfall event that could cause damage to stormwater facilities.

3. Right of Entry: The Owner hereby grants permission to the City, its authorized agents, and employees to enter the Property at reasonable times and in a reasonable manner, and with prior reasonable, written notice in the case of a nonemergency, to inspect the stormwater facilities and Detention Pond. The purpose of such inspection is to ensure the stormwater facilities and Detention Pond are being properly maintained in accordance with this Agreement.

4. Failure to Maintain: If the City determines that the Owner has failed to maintain the stormwater facilities and/or Detention Pond in good working order, the City shall provide written notice to the Owner. If the Owner fails to commence repairs within Sixty (60) calendar days, the City shall have the right, but not the legal obligation, to enter the Property and perform the necessary maintenance.

5. Reimbursement of Costs: In the event the City performs maintenance under Section 4. above, the Owner shall reimburse the City for its reasonably incurred costs to perform the City's work. Such costs shall constitute a lien against the Property until paid in full.

6. Indemnification: The Owner shall indemnify and hold harmless the City from any claims, damages, or liability arising out of the design and construction of the development stormwater facilities and Detention Pond.

7. Successors and Assigns: This Agreement shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama. The covenants contained herein shall run with the land and shall be binding upon the Owner, its successors and assigns.

In witness whereof, Chelsea 280, LLC, and the City of Chelsea, Alabama, hereby agree to the terms set forth in this Agreement as of the Effective Date.

CHELSEA 280, LLC

By: John R. Adams, III  
Its. Member

This Instrument  
Prepared By:  
Tommy B. Majors IV, Esq.  
The Majors Law Firm, LLC  
3684 Cahaba Beach Rd  
Birmingham, AL 35242