



Jefferson County Commission

NON-SUBDIVISION POST-CONSTRUCTION OPERATIONS AND MAINTENANCE

This Agreement made and entered into this _____ day of _____ 20____, by and between Jefferson County, hereinafter referred to as the "COUNTY," and _____ hereinafter referred to as "OWNER."

WITNESSETH:

WHEREAS, the OWNER is this day accepting responsibility for perpetual care, operation, maintenance, and associated liabilities of the stormwater management facilities installed on that certain real property known as _____, as described in the deed and as shown on the plat thereof recorded in the Deed Book _____, Page _____, Map Book _____ Page _____ or instrument number _____ in the Jefferson County Office of the Judge of Probate; and,

WHEREAS, as part of the construction of the development, the COUNTY's Subdivision & Construction Regulations require that stormwater management facilities be constructed; and,

WHEREAS, the OWNER accepts responsibility for maintaining the stormwater management facilities listed below. Please provide the type of stormwater management facility/facilities and the numbers of each on the lines provided.

Operation and maintenance of the stormwater management facilities shall be in accordance with Article 14 of the COUNTY's Subdivision & Construction Regulations; and,



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WHEREAS, the OWNER grants access to the COUNTY to inspect the stormwater management facilities; and,

WHEREAS, the OWNER understands that this Agreement shall inure to the benefit of its successors in title, whomsoever they be in the future.

NOW THEREFORE, it is understood and IT IS AGREED by and between the parties:

1. Maintenance of the stormwater management facilities shall be the sole responsibility of the OWNER.
2. The responsibility for maintenance of the stormwater management facilities shall pass in the chain of title to the OWNER'S successor in interest.
3. The Operation and maintenance will be in accordance with Article 14 of the COUNTY'S Subdivision & Construction Regulations.
4. Access is granted to the COUNTY to carry out all provisions of the COUNTY'S Subdivision & Construction Regulations, including but not limited to inspections of the stormwater management facilities.
5. The OWNER will at least annually inspect and provide a copy of its inspection report to the COUNTY no later than September 30th each year.
6. Any required maintenance or remedial work identified in the report must be completed within sixty (60) days of the inspection.
7. The OWNER will submit evidence that the required maintenance or remedial work identified during the inspection has been completed within sixty (60) days of the inspection.
8. Failure to follow the Operations and Maintenance Plan and/or failure to complete necessary repairs identified will result in enforcement action.



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In Witness Whereof, the parties have executed this Agreement the day and year above first written.

Owner's Printed Name

Owner's Signature

Owner's Address

Owner's City, State

Owner's Telephone

Owner's Email Address

County of _____

State of _____



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I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that

_____, whose name is signed to the foregoing instrument, on behalf of the Developer, and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing document, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the day of _____, 20____.

Notary Public

Commission Expires _____

JEFFERSON COUNTY, ALABAMA

By _____

Its _____