

Appendix A. Stormwater Storage Facility Operation and Maintenance Agreement

JEFFERSON County
State of ALABAMA

STORMWATER STORAGE FACILITY OPERATION AND MAINTENANCE AGREEMENT

This agreement made and entered into this the _____ day of _____, _____, by and between Jefferson County, hereinafter referred to as “County” and

_____,
hereinafter referred to as “Owner”;

WITNESSETH

THAT WHEREAS, Owner is this day accepting responsibility for perpetual care, operation, maintenance, and associated liabilities of the stormwater storage facility 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 _____, and/or Plat Book _____ page _____ at Jefferson County Probate Judge’s office; and,

WHEREAS, as part of construction of the development the County’s Subdivision and Construction Regulations required that a stormwater storage facility be constructed; and,

WHEREAS, the Owner accepts responsibility for maintenance of the stormwater storage facility listed below as prescribed in the attached Post Construction BMP Operation and Maintenance Plan; and,

WHEREAS, the Owner grants access to the County to inspect the stormwater storage facility, and,

WHEREAS, the owner understands that this agreement shall endure to the benefit of his successors in title, whomsoever they maybe in the future.

NOW THEREFORE, it is understood and agreed by and between that parties:

1. Maintenance of the stormwater storage facility shall be the sole responsibility of the Owner.
2. The responsibility for maintenance of the stormwater storage facility shall pass in the chain of title to the Owner’s successor in interest.
3. Operation and maintenance will be in accordance with the previously approved Operation and Maintenance Plan.
4. Access is granted to the County to carry out all provisions of the County’s Subdivision and Constriction Regulations, including but not limited to inspections of the stormwater storage facility.
5. The owner will provide a copy of its inspection report to the County, and any required maintenance or remedial work identified in the report must be completed within sixty (60) days.
6. Owner will submit evidence that the required maintenance or remedial repairs identified during the inspection have been completed within sixty (60) days of the inspection report.
7. Failure to follow the Operations and Maintenance Plan and/or failure to complete necessary repairs identified will result in enforcement action.

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

By: _____

Owner

Grantor's Signature

Address

City, State

Telephone

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: _____

Appendix A-1. Subdivisions Stormwater Storage Facility Operation and Maintenance Agreement

Subdivision Stormwater Storage Facility Operations & Maintenance Agreement

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 DEVELOPER;

WITNESSETH:

WHEREAS, the DEVELOPER intends to construct a development known as _____

_____, located on lots _____, as shown on the plat thereof recorded in the Deed Book _____, Page _____, and/or Plat Book _____, Page _____ Jefferson County Probate Court, herein referred to as the DEVELOPMENT; and

WHEREAS, construction of the DEVELOPMENT requires, by the COUNTY, that the DEVELOPER construct a stormwater storage facility in accordance with the COUNTY’S stormwater management requirements; and

WHEREAS, the stormwater management facility servicing the DEVELOPMENT is located on lot(s) _____, as described in the Deed Book _____, Page _____, and/or Plat Book _____, Page _____ Jefferson County Probate Court, herein referred to as the PROPERTY; and,

WHEREAS, the DEVELOPER intends to establish a Homeowner’s Association which is primarily responsible for the maintenance of landscaping thereon, and maintenance of the stormwater storage facility within the PROPERTY. Operation and maintenance of the stormwater storage facility shall be in accordance with the previously approved Operation and Maintenance Plan; and,

WHEREAS, the DEVELOPER understands that this Agreement shall inure to the benefits of his successors in title, whomsoever they may be in the future.

NOW THEREFORE, in consideration of the mutual covenants and agreements, IT IS AGREED, as follows:

1. Each lot in the DEVELOPMENT, and any future subdivision of lots within the DEVELOPMENT, shall have attached to it an equal and undividable ownership in the PROPERTY and each and every lot owner, including lots retained by the DEVELOPER, shall be considered the “OWNER” of the stormwater storage facility(s) located on the PROPERTY. Subject to the other terms of the agreement, the Homeowner’s Association shall, as the agent of the OWNER, thereafter be primarily responsible for the landscaping and maintenance of the stormwater storage facility located on the PROPERTY. If the Homeowner’s Association is never created, is not responsive, or is dissolved, then the OWNER shall be responsible for all obligations of this agreement.
2. The COUNTY is authorized to access the PROPERTY to inspect the stormwater storage facilities as necessary to ascertain that the practices are being maintained and operated in accordance with the approved stormwater management plan.

3. The COUNTY is authorized to perform the corrective actions identified in the annual stormwater storage facility inspections report if the OWNER or Homeowner's Association does not make the required corrections in the specified time period.
4. Each lot in the DEVELOPMENT, and any future subdivision of lots within the DEVELOPMENT, shall be jointly and severally liable for any expense or cost incurred by the COUNTY to preserve, maintain, or restore the stormwater storage facility, or landscaping located on the PROPERTY. The COUNTY shall be empowered, without notice of hearing, to levy a special assessment against each OWNER within the DEVELOPMENT, and any future subdivision of the lots within the DEVELOPMENT, and each and every OWNER agrees to pay for any such special assessment for expenses incurred by the COUNTY for the maintenance of stormwater facility(s) should they not be maintained by the OWNER or the Homeowner's Association.
5. DEVELOPER, OWNER, and Homeowner's Association agree to indemnify and hold harmless the COUNTY, its board members, employees, agents, and officers from any costs, damage, loss, claim, suit, liability or award which may arise, come, be brought or incurred or assessed because of the existence of, and action or failure to act with respect to the stormwater storage facility, and the drainage and utility easements on the PROPERTY or because of any adverse effect upon any person or property related or alleged to be related to the stormwater storage facility and drainage and utility easements. The COUNTY shall have the right to defend any such claim and DEVELOPER, OWNER, and Homeowner's Association shall reimburse the COUNTY for any and all costs and/or expenses, including but not limited to attorney's fees, which the COUNTY may incur as a result of such claims.
6. The rights and obligations created by this Agreement shall be covenants running within the DEVELOPMENT and future subdivision thereof and shall inure to the benefit of, and be binding upon, the parties, their heirs, personal representatives, successors and assigns.

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

(Signatures on next page)

By: _____

Owner

Grantor's Signature

Address

City, State

Telephone

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: _____

STATE OF ALABAMA
JEFFERSON COUNTY

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: _____