



Jefferson County Department of Development Services

POST-CONSTRUCTION SUBDIVISION 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 _____, 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 management 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 _____, 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 management facility within the PROPERTY. Operation and maintenance of the stormwater management facility shall be in accordance with the previously approved Post Construction BMP Operation and Maintenance Plan on file and available for public inspection as project number _____ in the Development Services Department of Jefferson County; and,

WHEREAS, the DEVELOPER understands that this Agreement shall inure to the benefits of its 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,



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including lots retained by the DEVELOPER, shall be considered the “OWNER” of the stormwater management facility(ies) 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 management 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 management facilities as necessary to ascertain that the practices are being maintained and operated in accordance with the approved Operation and Maintenance 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 management 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 management facility(ies) 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 commissioners, 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 management 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 management 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 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 land and future subdivision thereof and shall inure to the benefit of, and be binding upon, the parties, their heirs, personal representatives, successors, and assigns.



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

Developer

Developer's Signature

Address

City, State

Telephone

County of _____

State of _____

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



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I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James A. Stephens, whose name as President of the Jefferson County Commission is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing document, he, as such officer, and with full authority, executed the same voluntarily for as the act of said County.

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

Notary Public

Commission Expires _____