



Jefferson County Commission

**POST-CONSTRUCTION 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 “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 construction of the development, the COUNTY, Subdivision & Construction Regulations require that a stormwater management facility be constructed; and,

WHEREAS, the OWNER accepts responsibility for maintenance of the stormwater management facility/facilities. Operation and maintenance of the stormwater management facilities shall be in accordance with Article 14 of Jefferson County’s Subdivision & Construction Regulations; and,

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. Operation and maintenance will be in accordance with Article 14 of the 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 30<sup>th</sup> each year.
6. Any required maintenance or remedial work identified in the report must be completed within sixty (60) days of the inspection.

7. OWNER will submit evidence that the required maintenance or remedial work identified during the inspection have 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.

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

\_\_\_\_\_

\_\_\_\_\_

Developer's Signature

\_\_\_\_\_

Address

\_\_\_\_\_

City, State

\_\_\_\_\_

Telephone

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 \_\_\_\_\_

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 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 \_\_\_\_\_