



Jefferson County Department of Development Services

POST-CONSTRUCTION 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 management 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 _____, or Plat Book _____ page _____ or instrument number _____ at Jefferson County Probate Judge's office ("the DEVELOPMENT"); and,

WHEREAS, as part of construction of the development the COUNTY's Subdivision and Construction Regulations required that a stormwater management facility be constructed; and,

WHEREAS, the OWNER accepts responsibility for maintenance of the stormwater management facility listed below as prescribed in the approved Post Construction BMP Operation and Maintenance Plan. Operation and maintenance of the stormwater management facility shall be in accordance with the previously approved 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 OWNER grants access to the COUNTY to inspect the stormwater management facility, and,

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

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

1. Maintenance of the stormwater management facility shall be the sole responsibility of the OWNER.



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2. The responsibility for maintenance of the stormwater management 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 on file and available for public inspection in the Development Services Department of Jefferson County, Alabama.
4. Access is granted to the COUNTY to carry out all provisions of the COUNTY'S Subdivision and Construction Regulations, including but not limited to inspections of the stormwater management 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.

Owner

Owner'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 Owner, 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 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 and as the act of said County.

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

Notary Public
Commission Expires _____