



Jefferson County Commission

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 _____, Map Book _____ Page _____ in the 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 facilities servicing the DEVELOPMENT require, by the COUNTY, that the DEVELOPMENT is located on lot(s) _____, as described in the Deed Book _____, Page _____, or Map Book _____, Page _____ in the Jefferson County Office of the Judge of Probate, 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 the landscaping and of the stormwater management facility/facilities thereon within the PROPERTY 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 Attachment A Homeowner's Association Stormwater System Maintenance Plan.



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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 on the PROPERTY and each and every lot owner, including lots retained by the DEVELOPER, shall be considered the "OWNER" of the stormwater management facilities 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 Article 14 of the COUNTY's Subdivision & Construction Regulations and Attachment A Homeowner's Association Stormwater System Maintenance Plan.
3. The OWNER will at least annually provide a copy of its inspection report to the COUNTY no later than September 30th each year.
4. Any required maintenance or remedial work identified in the report must be completed within sixty (60) days of the inspection.
5. The OWNER will submit evidence that the required maintenance or remedial repairs identified during the inspection have been completed with sixty (60) days of the inspection report.
6. Failure to follow the Operations and Maintenance Plan and/or failure to complete necessary repairs identified will result in enforcement action.
7. The COUNTY is authorized to perform the corrective actions identified in the annual stormwater storage facility inspection report if the OWNER or Homeowner's Association does not make the required corrections in the specified time period.
8. If the COUNTY performs the corrective actions, 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. 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 facilities should they not be maintained by the OWNER or the Homeowner's Association.



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9. 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 facilities, 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 facilities 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.
10. 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.

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

Developer's Printed Name

Developer's Signature

Developer's Address

City, State

Developer's Telephone

Developer'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_____



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ATTACHMENT A

HOMEOWNER'S ASSOCIATION

STORMWATER SYSTEM MAINTENANCE PLAN

A portion of the roads and stormwater system within _____ are privately owned and maintained by the Homeowner's Association. Certain maintenance items are required to prevent the malfunctioning of this stormwater system. At a minimum, the maintenance and inspection listed below shall be performed.

Daily Operations:

No resident shall deposit or place by any means into the stormwater system any item that would tend to block or obstruct the stormwater system. Residents shall not place items in gutters, streets, ditches, or swales that could wash into the stormwater system.

Blockage of inlets can cause local flooding which could be a safety hazard. Common items that cause this type of problem are: Blowing or raking leaves or other landscaping debris into inlets or gutters where the debris can wash into inlets.

Placing garbage bags or cans in gutters where flowing water can wash them downstream and into inlets or block inlets.

There is one (1) detention/retention pond in the subdivision's common area. The outlet structures for these ponds shall always be kept free of debris and trash. They shall be inspected before and after each rainfall event, with all trash and debris removed.

Monthly Inspection and Maintenance Items:

Inspect all inlets, manholes, junction boxes, headwalls, ditches, swales, and other drainage structures and features. Remove any debris, rocks, silt, etc., found during the inspection. **WARNING: MANHOLES, JUNCTION BOXES, PIPES, ETC. ARE CONSIDERED CONFINED SPACES AND MAY CONTAIN CERTAIN GASSES OF OTHER DANGERS THAT COULD CAUSE INJURY OR DEATH. ONLY PERSONS PROPERLY TRAINED AND EQUIPPED TO WORK IN CONFINED SPACES SHALL ENTER THESE AREAS AND SHALL COMPLY WITH ALL LAWS AND INDUSTRY STANDARDS WHEN DOING SO.**

Inspect the riprap at the emergency spillway of the detention pond.



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Inspect the outlet structure of the detention/retention ponds for any cracks, settlement, damage, or erosion. In the event any cracks, settlement, damage, or erosion is detected, the Homeowner's Association shall retain a Professional Engineer to inspect and make recommendations for repair of these structures.

Inspect the detention/retention pond basin for excessive sedimentation. Sediment shall be removed to approximately the original ground level. Care should be taken not to disturb any part of the pond basin that is not impacted by silt deposits. Erosion control shall be required per current ADEM standards while performing this work.

Inspect the site for erosion or washes, especially slopes around it, which may be prone to erosion if vegetation cover is lost or in exceptionally heavy rainfall events.

Further Maintenance Items:

Inspection of the detention/retention ponds shall occur not only at monthly intervals but also after major rainfall events. Inspections shall be as stated above under "Monthly Inspection and Maintenance Items," with the same course of action taken if cracks, settlement, damage, or erosion are detected.