

CLEARING EARTHWORK AND OTHER  
LAND DISTURBING ACTIVITY BOND

Bond No. \_\_\_\_\_

Know all men by these presents that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ as principal

("Principal"), and \_\_\_\_\_  
as surety ("Surety"), are held and firmly bound unto the City of \_\_\_\_\_, an Alabama  
municipal corporation, ("City") in the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_) for payment of which well  
and truly to be made, the Principal and the Surety bind themselves, their heirs, administrators,  
executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such, however, that:

Whereas, the Principal has made application to the City for a permit to perform clearing,  
earthwork and other land disturbing activity on the land described as follows ("Permit"):

Address:

Whereas, as a condition precedent to the issuance of the Permit, the Principal is required  
under the erosion and sediment control ordinance of the City ("Ordinance") to furnish a bond to the  
City, conditioned as therein set forth

Now, therefore, if the Principal shall well and truly do, perform and accomplish in due time,  
form and manner all the terms and conditions of the Ordinance and the Permit upon the Principal's  
part to be done, performed and accomplished, and shall indemnify and save harmless the City from  
and against:

- (1) any failure to complete or failure to perform such clearing, earthwork and other  
land disturbance activity in accordance with the plans and specifications which are  
the subject of the Permit; and
- (2) all liability occasioned or arising from:
  - (a) acts done or omitted by the Principal, its employees, agents and servants  
in performing such work; and
  - (b) any incomplete or inadequate work;

and, in addition, if such incomplete work or work not in accordance with such plans and specifications or work which otherwise has created hazardous conditions, erosion and/or drainage problems is corrected to eliminate hazardous conditions, erosion and/or drainage problems as required by the Ordinance, and if Principal shall defend all suits brought against the City based, in whole or in part, upon any act or default for which the Principal is responsible, and pay the costs and expenses thereof, and shall pay all such damages as any person, firm or corporation may sustain by reason of violation of the Ordinance by the Principal, its employees, agents or servants, or by reason of the negligence of the Principal, its employees, agents or servants, in the prosecution of such work, then this obligation to be void, otherwise to remain in full force and effect.

This bond shall remain in full force and effect until thirty (30) days after receipt by the City Clerk of the City of written notice of the Surety's intent to cancel this bond. Except with respect to liability accruing prior to the effective date of the cancellation of this bond, the Surety's liability hereunder shall terminate thirty (30) days after receipt by the City Clerk of such written notice. If this bond is cancelled, the Principal shall, not less than ten (10) days prior to the effective date of the cancellation of this bond, furnish the City a replacement bond, in the same amount as this bond, if, under the Ordinance, a bond is required to remain in effect after such cancellation date. Notwithstanding the foregoing, this bond may not be canceled (effective date of cancellation) prior to one year after the date this bond has been signed by both the Principal and the Surety.

Any person, firm or corporation injured in person or whose property is damaged by reason of any violation the, Ordinance by the Principal, or by any act, default or omission constituting a breach of any of the conditions of this bond, may maintain a suit or action hereon for such injury or damage.

In witness whereof, Principal has executed this instrument, or if a corporation or other entity, has caused this instrument to be executed by its duly authorized corporate officer or representative on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the Surety has caused this instrument to be executed by its duly authorized attorney-in-fact on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
Its \_\_\_\_\_

Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By \_\_\_\_\_  
Attorney-in-Fact for Surety

Surety's Attorney-in-Fact:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

A copy of the Attorney-in-Fact's power of attorney must be attached to this bond.