

SOIL EROSION AND SEDIMENT CONTROL CASH BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, (“Owner”) is held and firmly bound unto the City of Irondale, Alabama (“City”) in the full and just sum of _____ dollars (\$ _____), current money of the United States, which payment has been made to the City under this bond with which Owner hereby binds itself and each of its successors and assigns, jointly and severally.

WHEREAS, the Owner proposes to engage in land disturbing activity upon a certain tract of land in City of Irondale and more particularly described as _____ owned by _____, and as specified in an application for Irondale **Land Disturbing Permit No.** _____; and

WHEREAS, BY THE TERMS OF THE AFORESAID permit, the Owner has agreed to construct, install, and provide solely at Owner’s expense, certain soil erosion and sediment control measures as specified in the aforesaid permit, as approved and/or amended by the City of Irondale.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Owner shall faithfully perform each and every obligation and agreement fully and satisfactorily as set forth in the aforesaid application and permit and shall complete the required measures in the manner therein specified and required, then this obligation shall be terminated; provided, however, that such termination shall not occur until Owner has given City written notice of full performance and within sixty (60) days of receipt City shall either agree to such termination or City shall give notice of failure to perform satisfactorily and this obligation shall remain in full force and effect until City agrees full and satisfactory performance has been made. If the City agrees to the termination of the cash bond, City shall pay to the Owner, the cash bond or the remainder of the cash bond after any offset for cost and expenses.

Whenever the Owner shall fail, and be declared by the City to have failed to perform the required measures as specified in the aforesaid permit:

- 1) The Owner, upon demand by the City shall promptly remedy default;
or
- 2) the City, after five (5) days written notice to the Owner, may perform or arrange for performance of Owner's obligation and the cash bond being held in escrow by the City shall reimburse the City the actual cost of such performance.

IN WITNESS THEREOF, said Owner has caused this bond to be executed and its seal to be affixed on this _____ day of _____, 200__.

Owner