

This land disturbing Bond needs to be on Issuing Company Letterhead. The Bond must contain the wording below including the site address. The original notarized, Bond must be presented. Any bond with an expiration date will not be accepted. The bond is to be written for \$3,000 per disturbed acre, or portion thereof. This bond is not to be released until the Principal provides a Certificate of Erosion and Sedimentation control Final Inspection to the bonding company. This can be obtained by the Principal calling 325.5321 to request a final inspection after permanently stabilizing the permitted property.

CLEARING, EARTHWORK AND OTHER LAND DISTURBING ACTIVITY BOND

BOND NO. _____

Know by all men as time presents that we, the undersigned _____
(Name of Bond Applicant)

As principal ("Principal"), and _____
(Name of Bonding Company)

As surety ("Surety"), are held and firmly bound unto Jefferson County Commission, Alabama, a political subdivision of the State of Alabama, ("County"), in the sum of _____ Thousand and No/100 dollars (\$ _____ .00) for the payment of which will and truly 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 Jefferson county Commission for a permit to perform clearing, earthwork and other land-disturbing activity on the land described as follows ("Permit") *list full street address of the site below:*

Whereas, as condition precedent to the issuance of the Permit, the Principal is required under the Erosion and Sediment Control Ordinance of Jefferson County ("Ordinance") to furnish a Bond to Jefferson County, conditioned as therein set forth.

Now, therefore, if the Principal shall will and truly do, perform and accomplish in due time, from 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 Jefferson county 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, agent 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 specification of work which otherwise has created hazardous conditions, erosion and/or drainage problems corrected to eliminate hazardous conditions, erosion and/or drainage problems as required by the Ordinance, and if Principal shall defend all suits brought against Jefferson County 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 of the official at Jefferson County Inspection Services in the Jefferson County Courthouse in room B-210 at 716 Richard Arrington, Jr. Blvd. Birmingham, AL 35203 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, furnish Jefferson County 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 cancelled (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 of 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 heron for such injury or damage.

In witness whereof, the Principal has executed this instrument, of 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 _____, 20_____. And the Surety has caused this instrument to be executed by its duly authorized attorney-in-fact on the _____ day of _____, 20_____.

Witness Signature

Principal Signature

Print Witness Name

Print Principal's Name

Notary Seal

Bonding Company

By _____
Attorney-in-Fact for Surety Signature

Sworn and subscribed to before me this _____ Day of _____, 20_____

Notary Signature for Above Notary Seal

Surety's Attorney-in-Fact:

Name: _____

Address: _____

Telephone #: (_____) _____

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