

**CLEARING, EARTHWORK AND OTHER  
LAND DISTURBING ACTIVITY BOND**

**BOND NO.**

**KNOW ALL MEN BY THESE PRESENTS:** That we, the undersigned

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as principal, are and \_\_\_\_\_

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as surety, are held out firmly bound unto the City of Birmingham, Alabama, a municipal corporation, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for payment of which well and truly to be mad, the said principal and the said surety bind themselves, their heirs, administrators, executors and successors and assigns, firmly by these presents.

**WHEREAS**, the principal has made application to the City Engineer of the City of Birmingham for a permit to perform clearing, earthwork and other land disturbing activity on the land described as follows:

and,

**WHEREAS**, as a condition precedent to the issuance of said permit, the principal is required under Section 401 of the Soil Erosion and Sediment Control Code of the City of Birmingham, Duly adopted by Ordinance 88-148 on the 4<sup>th</sup> day of October, 1988, to furnish a bond to the City of Birmingham 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 said permit upon the principal's part to be done, performed and accomplished, and shall indemnify the City of Birmingham, against any failure to complete or failure to perform such clearing, earthwork and other land disturbing activity in accordance with the permitted plans and specifications as may be permitted by the City Engineer of the City of Birmingham, and, further such incomplete work or work not in accordance with such permitted plans and specifications or which otherwise has created hazardous conditions, erosion and/or drainage problems will be corrected to eliminate hazardous conditions, erosion and/or drainage problems as specifically set forth and required in Ordinance 88-148 of the Soil Erosion and Sediment Control Code of the City of Birmingham, Sections 100 through 1001, then this obligation to be void, otherwise to remain in full force and effect.

**IT IS UNDERSTOOD AND AGREED** that the liability of the surety shall be limited to \_\_\_\_\_ Dollars and that under no circumstances shall the surety's liability under this bond exceed \$\_\_\_\_\_.

Except as to liability accruing prior to the effective date of cancellation, the surety's liability on this Bond shall be terminated thirty (30) days after receipt by the City Clerk and the City Engineer of the City of Birmingham of written notice of the surety's intent to cancel, at which time it shall be the duty of the City Engineer to release in writing such bond, and it shall be the further duty of \_\_\_\_\_ as principal, to obtain a substitute bond in lieu of this bond in the event a bond is required to remain in full force and effect pending completion or satisfactory remedy of work or clearing, earthwork and other land disturbing activity contemplated to be covered under the terms of this bond.

Any person, firm or corporation injured in person or property by reason of any violation of said laws, ordinances by said 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.

This bond is given pursuant to the provisions of Section 100-1001 of Ordinance No 88-148 of the Building Code of the City of Birmingham, Alabama.

**SIGNED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Principal

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-fact