## **BOND PURSUANT TO THE RESOURCE MANAGEMENT ACT 1991**

RC INSERT HERE

**DATED** this day of 2025

**PARTIES:**

1. **WESTERN BAY OF PLENTY DISTRICT COUNCIL** a body corporate under the provision of the Local Government Act 2002 ("**Council**")

1. **INSERT HERE**, a company having its registered office at INSERT HERE ("**Owner**")

OR

1. **INSERT FULL NAME OF INDIVIDUAL** ("**Owner**")

OR

1. INSERT HERE, a limited partnership having its registered office at INSERT HERE (**‘Owner**”)

**BACKGROUND:**

A. The Owner is the registered owner of the Land. (A current title to be provided)

B. Council has granted to the Owner the land use Consent.

C. The Owner is required under the conditions of the Consent to provide a bond to Council to secure the ongoing performance of conditions relating to long-term effects as set out in the Schedule.

**THIS DEED RECORDS THAT THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

1. **Definitions and interpretation**
2. **Defined Terms**: In this deed unless the context indicates otherwise:

**Act** means the Resource Management Act 1991;

**Bond Sum** means the sum of INSERT WORDS ($INSERT FIGURE );

**Consent** means the land use resource consent (ref INSERT HERE);

**Expiry Date** means INSERT HERE;

**Land** means the land at INSERT ADDRESS OF DEVELOPMENT legally described as INSERT LEGAL DESCRIPTION HERE, RT INSERT TITLE REFERENCE HERE;

1. **Headings**: section, clause and other headings are for ease of reference only and do not affect this deed’s interpretation.
2. **Joint and Several Liability**: an obligation by two or more persons binds those persons jointly and severally.
3. **Negative Obligations**: any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.
4. **Parties**: references to parties are references to the parties to this deed and includes each party’s successors, executors, administrators and permitted assigns (where appropriate).
5. **Plural and Singular**: words importing the singular include the plural and vice versa.
6. **Persons**: references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality.
7. **Schedules**: the Schedules to this deed and the provisions and conditions contained in the Schedules have the same effect as if set out in the body of this deed.
8. **Sections, clauses and Schedules**: references to sections, clauses and Schedules are references sections, clauses and Schedules in this deed.
9. **Statutes and regulations**: references to any statutory provision or enactment includes any statutory provision or enactment which amends or replaces it, and any subordinate legislation made under it.
10. **Bond Sum**
11. On execution of this deed, the Owner shall pay Council’s administration fees and, to secure the performance of the Owner’s obligations under this deed, shall:
12. pay the Bond Sum to Council in the manner directed by Council.
13. No interest is payable on the Bond Sum held by the Council.

1. **Obligations of the Owner**

The Owner will comply with the conditions and carry out any work in respect of which this bond is given (as set out in the Schedule):

1. at its own cost.
2. within any period prescribed by the Consent (or within such further period as Council may allow)
3. in a proper and efficient manner to the satisfaction of the Council;
4. in accordance with the conditions of Consent; and
5. in compliance with all relevant regulations and bylaws.
6. **Release** **of Bond**

Upon Council being satisfied this bond is no longer required due to expiry or termination of the Consent or other reason, and subject to clauses 7 and 10, following a request from the Owner for a release of this bond:

1. Council shall release this bond;
2. if the Bond Sum was deposited with Council under clause 2 the Bond Sum will be repaid to the Owner.
3. **Powers of Council**
4. The rights and powers of the Council under the Act shall apply in relation to this bond, including but not limited to such rights and powers pursuant to section 109 of the Act.
5. Council may at from time to time and without notice by its officers, agents or contractors:
6. enter the Land to inspect or test the status and/or standard of the Owner’s compliance with the Consent or this bond; and/or
7. where the Owner fails, within the period prescribed by the Consent (or within such further period as Council may allow), to complete, to the satisfaction of Council, any work in respect of which this bond is given (including completion of any interim monitoring required), take such steps and do such things as may be necessary to carry out or complete such work.
8. **Recovery by Council**
9. All or any reasonable costs and expenses incurred by the Council under clause 6 will constitute a debt due to the Council by the Owner and may be recovered by the Council by deduction from the Bond Sum or by Council calling upon the bank guarantee (as appropriate).
10. The liability of the Owner is not limited to the Bond Sum. If the Bond Sum is insufficient to cover all of the Council’s costs and expenses under clause 6, the balance will constitute a debt to the Council and will be invoiced to the Owner. The Security shall secure the debt owed to the Council by the Owner.
11. Any balance of the Bond Sum remaining in the hands of the Council after all costs and expenses incurred by the Council have been met, will be paid by the Council to the Owner. The Owner’s receipt will be sufficient discharge to the Council in respect of any claim by the Owner relating to the Bond Sum.
12. **Owner not Released**

The Owner will not be released from any liability under this deed by any delay, extension of time or other indulgence granted to the Owner or suffered or permitted by the Council or by any delay, failure or neglect of the Council to enforce any obligations of the Owner under this deed.

1. **Additional Powers of Council**

The powers and remedies of the Council under this deed are in addition to all other powers and remedies conferred on the Council by any other enactment (including the Public Works Act 1981, Local Government Act 2002, Resource Management Act 1991 and Building Act 2004). The exercise by the Council of any power or remedy under this deed will not prejudice its authority to exercise any power or remedy under any other enactment.

1. **Costs**

In addition to its liability under clause 7, the Owner will pay:

1. the reasonable and actual legal fees and expenses (as between solicitor and client) incurred by the Council of and incidental to:
2. the preparation, execution and enforcement of this bond;
3. any variation or release of this bond; and
4. any charges incurred by the Council under section 36 of the Act in relation to the administration of this bond.
5. **No Assignment**

The Owner shall not assign any right or obligation contained in this deed without the prior written consent of Council.

1. **Counterparts**

This deed may be signed in one or more counterpart copies, including by way of electronic signature in accordance with the Contract and Commercial Law Act 2017, which, read together, will constitute one and the same instrument. Any email copy of this deed in PDF format may be relied on by the other party as though it were an original copy. This deed may be entered into on the basis of an exchange of such PDF copies.

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| **Signed under delegated authority for and on behalf of** )  **WESTERN BAY OF PLENTY DISTRICT COUNCIL** ) |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name)

***SELECT FROM THE FOLLOWING SIGNATURE BLOCKS AS APPROPRIATE AND DELETE THE OTHERS. IF YOU ARE UNSURE ABOUT ANY ASPECT OF THE SIGNING OF A DEED, PLEASE CHECK WITH LEGAL.***

|  |  |  |
| --- | --- | --- |
| **SIGNED**\* for and on behalf of  **INSERT COMPANY NAME** by its director(s)in the presence of:  **Witness**  Signature  Name  Occupation  Address | )  )  ) | Signature    Name    Signature    Name |
| \*NOTE – Signing by a company:  This deed must be signed in accordance with section 180 of the Companies Act 1993. In general, this means:  (a) if there are two or more directors of the company, two directors must sign and no witnessing is necessary;  (b) if there is only one director, that director may sign, but the signature shall be witnessed.  Alternatively, companies may execute under power of attorney or as permitted by the company’s constitution.  If this deed is signed under power of attorney, please attach a certificate of non revocation. Also insert the following wording for the Attorney’s signature above:  *Signed by [NAME OF COMPANY] by its Attorney [full name of attorney]* | | |

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| --- | --- | --- |
| **SIGNED**\* for and on behalf of  **INSERT LIMITED PARTNERSHIP NAME** by the director(s) of the general partner  **INSERT COMPANY NAME** in the presence of:  **Witness**  Signature  Name  Occupation  Address | )  )  ) | Signature    Name    Signature    Name |
| \*NOTE – Signing by a company as limited partner:  This deed must be signed in accordance with section 17 of the Limited Partnership Act 2008 and section 180 of the Companies Act 1993. In general, this means:  (a) if there are two or more directors of the limited partner, two directors must sign, and no witnessing is necessary;  (b) if there is only one director, that director may sign, but the signature shall be witnessed.  Alternatively, companies may execute under power of attorney or as permitted by the partnership agreement.  If this deed is signed under power of attorney, (the power of attorney must be granted by the limited partnership not the general partner) please attach a certificate of non revocation. Also insert the following wording for the Attorney’s signature above:  *Signed by [NAME OF LIMITED PARTNERSHIP] by its Attorney [full name of attorney]* | | |

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| **SIGNED**\* for and on behalf of  **INSERT NAME OF INDIVIDUAL(S)\*** in the presence of:  **Witness**  Signature  Name  Occupation  Address | )  )  ) | Signature    Name    Signature    Name |
| \*NOTE – Signing by an individual:  If this deed is signed under:  (a) a power of attorney, please attach a certificate of non revocation; or  (b) an enduring power of attorney, please attach a certificate of non-revocation and non-suspension of the enduring power of attorney.  Also insert the following wording for the Attorney’s signature above:  *Signed by [full name of donor] by his or her Attorney [full name of attorney]* | | |

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# SCHEDULE

INSERT FULL DESCRIPTION OF WORK OR CONDITIONS RELATING TO LONG-TERM EFFECTS HERE – PLEASE INCLUDE AS MUCH DETAILS AS POSSIBLE AND ATTACH PLANS OR PHOTOS AS NECESSARY

# SCHEDULE

***Fill in the yellow highlighted words where required. Edit as you see fit. Delete wording not required.***

* *All works to be carried out in accordance with the Infrastructure Development Code unless details and approved on the design plans.*

*Incomplete works*

ROWs

* The right of way shall be constructed within easement(s) (insert easement(s)) as shown on the LT Plan (insert LT Plan number), Objective ID (insert Objective ID number)
* The right of way shall be constructed in accordance with the approved design plans/drawing by (insert consultancy name), titled (insert plan name, number and Rev number), Objective ID (insert Objective ID number)

Delete once read. Ensure drawings allow for the appropriate disposal of SW. This may require a BC.

* Construction of the right of way shall be monitored and certified by a CPEng or Licenced Cadastral Surveyor.
* Upon completion of all the works, an IDC C4 Construction Certification and C10 Producer Statement shall be provided to Council with the bond refund request.

Trees and Landscaping

* Street trees and/or street gardens (delete what is not required) shall be planted in accordance with the approved Landscaping Layout Plan by (insert consultancy name), titled (insert plan name, number and Rev number), Objective ID (insert Objective ID number)
* Reserve trees and/or reserve gardens (delete what is not required) shall be planted in accordance with the approved Landscaping Layout Plan by (insert consultancy name), titled (insert plan name, number and Rev number), Objective ID (insert Objective ID number)
* Prior to the planting of any trees a pre-planting walkover shall be undertaken with the Consent Holders Representative, the Supervising Landscape Consultant, a Council Land Development Engineer and a Council Urban Forrester (Arborist)
* Upon completion of all the works, an IDC C2 and/or C3 (delete what is not required) Construction Certification and C10 Producer Statement shall be provided to Council with the bond refund request.

Drainage

*Change details from WW to SW and vice versa as required.*

* Relay wastewater pipe between WWMH (insert manhole number) and WWMH (insert manhole number).

Delete once read. Change manholes to chainage if required.

* Construction of the of the re-laid pipeline shall be monitored and certified by a CPEng or Licenced Cadastral Surveyor.
* The pipeline shall be low/high (delete what is not required) pressure air tested and lamped. Testing and lamping shall be undertaken by the contractor, certified by the Engineer/Surveyor (delete what is not required) and witnessed by a Council Development Monitoring Adviser or Land development Engineer.
* Pipeline(s) shall be CCTV surveyed upon completion, in accordance with the IDC, and uploaded to Council’s CCTV review provider. The cost of this review shall be paid for by the bond holder.
* Upon completion of all the works and acceptance of the CCTV review by Council, an IDC C6 Construction Certification and C10 Producer Statement shall be provided to Council with the bond refund request.

Miscellaneous

* Construct the parking and manoeuvring areas for lot(s) (insert lot number(s)) in accordance with the approved design plans/drawing by (insert consultancy name), titled (insert plan name, number and Rev number), Objective ID (insert Objective ID number)

Delete once read. Ensure drawings allow for the appropriate disposal of SW. This may require a BC. Ensure area is within the correct easement(s).

* Construct a vehicle crossing for lot(s) (insert lot number(s)) and/or the right of way in accordance with the approved design plans/drawing by (insert consultancy name), titled (insert plan name, number and Rev number), Objective ID (insert Objective ID number)
* Remove redundant vehicle crossing, replace with kerb and channel and topsoil and establish grass as shown on the approved design plans/drawing by (insert consultancy name), titled (insert plan name, number and Rev number), Objective ID (insert Objective ID number)
* Finish the berms with topsoil to the design levels and establish grass for road(s) (insert road name(s))
* Upon completion of all the works, an IDC C2 and/or C3 and/or C4 and/or C5 and/or C6 and/or C7 (delete what is not required) Construction Certification and C10 Producer Statement shall be provided to Council with the bond refund request.

*Landscape Maintenance*

* Carry out landscape maintenance of revegetation plantings within lot(s) (insert lot number(s)) as shown on as-built plan by (insert consultancy name), titled (insert plan name, number and Rev number), Objective ID (insert Objective ID number)
* Carry out landscape maintenance of reserve garden(s) lot(s) (insert lot number(s)) as shown on as-built plan by (insert consultancy name), titled (insert plan name, number and Rev number), Objective ID (insert Objective ID number)
* Carry out landscape maintenance of street garden(s) as shown on as-built plan by (insert consultancy name), titled (insert plan name, number and Rev number), Objective ID (insert Objective ID number)
* Carry out landscape maintenance of street trees as shown on as-built plan by (insert consultancy name), titled (insert plan name, number and Rev number), Objective ID (insert Objective ID number)
* Carry out landscape maintenance of reserve trees as shown on as-built plan by (insert consultancy name), titled (insert plan name, number and Rev number), Objective ID (insert Objective ID number)
* Mowing of grass within lot(s) (insert lot number(s)) shall be carried out to ensure the height if the grass does not exceed 90mm
* Landscape maintenance shall be carried out in accordance with the maintenance schedule by (insert landscape consultant)