



View Instrument Details

Instrument No 8566292.11
Status Registered
Date & Time Lodged 20 August 2010 15:31
Lodged By Wang, Xi-Yu
Instrument Type Bond under Local Government Act 1974 or Resource Management Act 1991



Affected Computer Registers **Land District**
515505 North Auckland

Annexure Schedule: Contains 6 Pages.

Signature

Signed by Deborah June McNab as Territorial Authority Representative on 20/08/2010 12:29 PM

*** End of Report ***

IN THIS BOND given this 4th day of August 2010

PARTIES

THE COUNCIL: WAITAKERE CITY COUNCIL (hereinafter called "the Council") of the first part

THE OWNER: 231 HUIA ROAD DEVELOPMENTS LIMITED (hereinafter together with its successors in title to the Owner's Land referred to as "the Owner") of the second part

THE LAND: An estate in fee simple in all the land contained in Certificate(s) of Title 515505 (North Auckland Registry) (hereinafter referred to as "the Owner's Land")

BACKGROUND

- (a) The Owner is registered as proprietor of an estate in fee simple in all the land contained in Certificate of Title 425604, North Auckland Registry.
- (b) The Owner wishes to subdivide the land described in Recital (a) herein and the Council has consented to such subdivision under Section 223 of the Resource Management Act 1991 in terms of Land Transfer Plan 429542 subject to conditions requiring the Owner to complete the work described in the Schedule to this Bond ("the Work").
- (c) The Council has agreed to issue a certificate under Section 224(c)(iii) of the Resource Management Act 1991 on the condition that the Owner provides Council with a bond to ensure performance of the Owner's obligations in relation to the Work, pursuant to Section 108(2)(b) of the Resource Management Act 1991.
- (d) It is intended that this Bond be registered against the title to the Owner's Land as provided in Section 109 of the Resource Management Act 1991.

RMA20061652

TERMS OF THIS BOND

1. **IN** this Bond:
 - 1.1 The expression “the Owner” and “the Council” shall include their respective executors, administrators, successors and assigns.
 - 1.2 Words importing one gender shall import all other genders.
 - 1.3 Words importing the plural or singular shall import the singular or plural respectively.
2. **THE** Owner is bound to the Council in the sum of \$2,000.00 (hereinafter referred to as “the Principal Sum”) and binds itself and its successors and assigns for the payment of that sum to the Council upon demand in writing.
3. **THE** covenants in Clause 2 will bind where there is more than one Owner, each Owner jointly and severally from the date of this Bond and will remain in full force and effect until a release is given by the Council in writing.
4. **THE** Owner covenants to complete the Work to the satisfaction of the Council within the times stated in the Schedule and otherwise with all due speed and diligence to the satisfaction of the Council.
5. **IF** the Owner fails to complete the Work in accordance with Clause 4, the Council may at any time and from time to time by its officers, agents or contractors, enter on to the Owner’s Land and take such steps and carry out such works as may be necessary to complete the Work. The cost of that work will be a debt immediately due and payable to the Council upon demand in writing.
6. **IF** the Owner fails to pay any sum of money to the Council, upon demand or when that money is otherwise due for payment, the amount so unpaid will bear interest from the due date for payment down to the date of actual payment at a rate of interest equal to the ANZ National Bank Limited commercial overdraft lending base rate at the due date for payment plus 5%, calculated on a daily basis. Interest shall continue to accrue at that rate, both before and after judgment.
7. **AS** between the Council and the Owner, this Bond will be null and void if the Owner:
 - (a) Completes the Work to the satisfaction of the Council; and

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- (b) Pays the costs incurred or the damage sustained by the Council in respect of any default by the Owner in compliance with the Owner's obligations under this Bond.
8. **THE** Council can deduct the cost of any works undertaken by or on behalf of the Council pursuant to this Bond from any monies paid to the Council by the Owner to secure performance of the Work.
9. **IF** the Council makes demand for and receives payment of the whole or any part of the Principal Sum, the Council will thereafter hold the monies so received as a cash bond to better secure to the Council the performance by the Owner of the Owner's obligations under this Bond. The Owner acknowledges that the Council will not be required to pay any monies so received to a separate account, nor to account to the Owner for any interest earned on such monies while it is held by the Council.
10. **IF** this Bond is registered the Council shall not be obligated to provide a release of this Bond until the Council is satisfied that all of the Owner's obligations have been complied with in respect of the Work notwithstanding that the Owner may have paid to the Council the whole or any part of the Principal Sum.
11. **ALL** or any expenses incurred by the Council under Clause 5 hereof or arising therefrom shall constitute a debt due to the Council by the Owner and may be recovered by the Council from the Owner.
12. **THE** Owner **HEREBY COVENANTS** with the Council that it will well and sufficiently indemnify and keep indemnified the Council against all actions suits proceedings claims demands costs and expenses whatsoever which may be taken or made against the Council or incurred or become payable by the Council by reason of or arising out of any fault neglect or sufferance of the Owner its servants agents and contractors in respect of the Work or of any fault neglect or sufferance of the Council its servants agents or employees in carrying out any portion of the Work and for which the Council would not be liable if approval by it of Survey Plan 429542 had been delayed until completion of the Work.
13. **ANY** balance of the money paid by the Owner under this Bond remaining in the hands of the Council after all expenses incurred by the Council under Clause 5 have been met shall be paid by the Council to the Owner whose receipt shall be a sufficient discharge to the Council in respect of any claims by the Owner relating to those monies.

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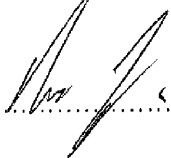
14. **THE** liability of the Owner hereunder shall not be released varied or affected in any way by any delay extension of time or other indulgence granted to the Owner or suffered or permitted by the Council or by any delay failure or neglect of the Council to enforce these presents or any obligation of the Owner hereunder.
15. **THE** powers and remedies hereby given to the Council are in addition to all other powers and remedies conferred on it by the Resource Management Act 1991 or by any other Act and the exercise by the Council of any power or remedy under these presents or any such Act shall not prejudice its authority to exercise any other such power or remedy.
16. **THIS** Bond may be varied, cancelled or renewed at any time by agreement between the Owner and the Council.
17. **THE** provisions of Section 109 of the Resource Management Act 1991 apply to this Bond.
18. **THE** Owner shall pay the costs of the Council and its solicitors on a solicitor and own client basis for the preparation and registration of this Bond and for the preparation and registration of any variation or release of this Bond and any and all further costs incurred by the Council in exercising any of its rights, powers or remedies hereunder.
19. **THE** Council will provide to the owner a release of this Bond and refund to the Owner any monies held by the Council to secure performance of the Work provided that:
 - (a) The Work has been completed to the entire satisfaction of the Council; and
 - (b) The Owner has complied with all obligations and conditions contained herein to the entire satisfaction of the Waitakere City Council.
20. **WHEN** the Owner enters into any agreement for the sale and purchase of any part of the Owner's land, the Owner will disclose to the purchaser the existence of this Bond and record as a term of the agreement which of the parties to that agreement will be entitled to any repayment of the Bond pursuant to Clause 19 when relevant obligations under the Resource Consent referred to in the Schedule hereto have been complied with. In the absence of any such term repayment or repayments will be made to the Owner.

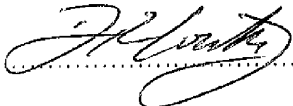
SCHEDULE

The Owners will carry out all planting and maintenance and do all things required and/or contemplated by the approved Planting/Rehabilitation Plan and Weed Management Plan (held in Council files under RMA20061652) as specified in Condition (FC5) of Resource Consent RMA20061652 to the entire satisfaction of Waitakere City Council within and for the duration of the timeframes required by the Waitakere City Council

IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore mentioned.

EXECUTED by **231 HUIA ROAD DEVELOPMENTS LIMITED** by two of its directors

 (Ross Michael Turpin)

 (Dean Richard Coatts)

RMA20061652

DATED 4 . 8 2010

BETWEEN 231 HUIA ROAD DEVELOPMENTS LIMITED

AND WAITAKERE CITY COUNCIL

UNCOMPLETED WORKS & MAINTENANCE BOND

CORBAN REVELL SOLICITORS HENDERSON

Correct for the purposes of The Land Transfer Act 1952

[Signature] Solicitor for the Waitakere City Council