**BONDING DEED**

# FOR INCOMPLETE OPERATIONAL WORKS (MINOR WORKS) BETWEEN

LIVINGSTONE SHIRE COUNCIL AND

THE APPLICANT

THIS DEED is made this …………………day of …………………………20..

BETWEEN

Livingstone Shire Council in the State of Queensland (hereinafter referred to as “the Council”) of the one part

AND

The Applicant………………………………………………………………………………….

WHEREAS:

1. A Development Approval has been issued by the Council in respect of the land described in Part 1 of the Schedule hereto.
2. The Applicant’s Engineer certifies that the subdivision works have been completed to at least the following stage:-
   1. all earthworks for the construction works; and
   2. all major road, stormwater, sewer and water works completed within the proposed development.

A copy of the Certificate provided by the Applicant’s Engineer is annexed hereto and is hereinafter referred to as “the Certificate”.

1. Council is prepared to endorse the Plans of Subdivision and to accept security in accordance with Construction Procedure CP1.27, Capricorn Municipal Development Guidelines.

Now this agreement Witnesses and the parties hereto acknowledge and agree as follows:-

1. In consideration of the Council endorsing the Plans of Subdivision specified in Part 2 of the Schedule, the Applicant covenants that :-

Minor works (the subject of this Deed) being for:

………………………………………………………………………………………………………………

..…………………………………………............................................................................................

………………………………………………………………………………………………………………

that are required to be carried out to satisfy the approval will be completed to the Council’s satisfaction within ………………….. from the date of endorsement of Plans of Subdivision by Council.

1. To secure to the Council the due fulfillment by the Applicant of the obligations under this Deed, the Applicant will provide to the Council a bond in a form satisfactory to Council to the value of the amount specified in Part 3 of the Schedule hereto which amount shall be twice (200%) the value of the incomplete works as certified in the Certificate.

2.1 Should the Applicant fail to complete the incomplete works within the time permitted then the Council shall be entitled to require of the bank providing the Guarantee, payment of all or any part of the monies mentioned in the Guarantee. The Council may expend such monies on completing the incomplete works or any part thereof and remedying any defects which become evident.

1. The Applicant undertakes that it will not interfere with the recovery by the Council of monies from the said bank notwithstanding the existence of any dispute between the Council and the Applicant.
2. The Council may exercise its rights under this Deed against the Applicant or against the bank providing the Guarantee or partly against the Developer and partly against the bank providing the Guarantee.
3. The Council is hereby authorised to carry out such other work or development including any addition or extension to any work or development being carried out by the Applicant whether within or outside, or partly within and partly outside the perimeter of the land described in Part 1 of the Schedule as the Council may reasonably consider necessary to mitigate the effects of any incomplete or improperly completed partly completed work of the Applicant or make any such incomplete, improperly completed or partly completed work in the opinion of Council effective or useful.
4. For the purposes of exercising its rights under this Deed, the Council and its, employees, contractors and sub-contractors and others authorised by the Council shall have the full and free right and liberty to enter upon the land described in Part 1 of the Schedule with all necessary vehicles, plant, equipment and the like.
5. No waiver by the Council of any breach by the Applicant of any of the provisions of this Deed shall be implied against the Council or will be otherwise effective unless the same shall be in writing under the hand of the Council and no latches or delays by the Council at any time or times in enforcing any of its rights, powers and the like under this Deed shall prejudice or effect those rights or powers.
6. Nothing contained in this Deed shall affect, prejudice or derogate from the requirements of any statute, proclamation, Order in Council, Regulation or By-laws or from the rights, powers and authorities of the Council under the provisions of any enactment or under any policy of the Council.
7. The Applicant will at all times hereafter keep the Council indemnified against all actions, proceedings, liability claims, damages, costs and expenses of any nature whatsoever which may arise directly or indirectly from any incorrect or misleading information contained in the Certificate or from the Applicant’s failure to comply with Clause 1.
8. The Applicant agrees that the bond referred to in Clause 2 shall be released by Council on completion of works where certified by the Applicant’s Consultant Engineer, the value of works completed.

## Return of Bond Monies

The bond will be released on fulfillment by the Applicant of their obligations under this Deed in accordance with the Council’s requirements when:-

- all minor works stated in clause 1 have been completed and certified by the Consultants Engineer or a Council Engineer.

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| Signature of Applicant **------------------------------------------------------**  Full name:  Title: | **Signature of Witness**  **-------------------------------------------------------**  (Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec) |
| Signed this day, the day of | |

|  |  |
| --- | --- |
| Grant/ Execution **------------------------------------------------------**  Livingstone Shire Council  (Delegated Officer – ) | **Signature of Witness**  **-------------------------------------------------------**  (Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec) |
| Accepted by Livingstone Shire Council under Delegated Authority Dated this day,  the day of | |

SCHEDULE

Part 1

Operational Works Permit Number:

Description of Land: ………………………………………………………… Part 2

Plan number: ………………………………………………………………….. Prepared by: ………………………………………………………………….. Dated: ………………………………………………………………………….. Part 3

Bond for the sum of: $ …………………

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