

KERRY COUNTY COUNCIL PLANNING AUTHORITY BOND

KNOW ALL MEN BY THESE PRESENTS that we:

Of _____

hereinafter called "the Developer" and

(hereinafter called "the Surety") are jointly and severally bound unto

KERRY COUNTY COUNCIL (hereinafter called "the Planning Authority") in the sum of
€ _____ to be paid to the Planning Authority its
Successors and Assigns jointly and severally by these presents.

SEALED this _____ day of _____ 20____.

WHEREAS THE Developer has received Planning Permission (planning Register Reference No.
_____ refers), a certified copy of which is annexed hereto, for the development of
lands at

and the planning permission and condition no. ____ has required security to be lodged with the
Planning Authority for the carrying out and completion of the development in accordance with the said
permission.

NOW the condition of the said Bond is that if the Developer shall carry out and complete the said
development in accordance with the said permission and to the satisfaction of the Planning Authority or
if on default by the Developer the Surety shall pay to the Planning authority the sum of
€ _____ then this Bond shall be null and void.

But otherwise it shall remain in full force and virtue until 3 years after the expiration of the planning
permission referred to above, i.e. (*planning permission expiry date + 3 years*) and such other periods
extending the bond as may be agreed by the Surety, or until completion of the development works to
the satisfaction of the Planning Authority as certified by the Planning Authority in accordance with the
permission granted and the taking in charge of the development by the Planning Authority, whichever is
the later.

No liability shall attach to the Surety under this Bond in consequence of any delay or damage directly or
indirectly due or arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared
or not), Civil War, rebellion, revolution, insurrection or military or usurped power.

THIS BOND provides that all monies which become due and payable by the Surety under the Bond
shall be payable and paid in the Republic of Ireland.

IN WITNESS WHEREOF the Developer has hereunto affixed its Common Seal and the Surety has caused this instrument of writing to be signed by its Secretary or Acting Secretary and one of its Directors and its Corporate Seal to be hereunto affixed the day and year first above written.

CORPORATE SEAL of (Developers)
was hereunto affixed in the presence of:

DIRECTOR

SECRETARY

Dated the _____ day of _____ 20____

CORPORATE SEAL of (Surety)
was hereunto affixed in the presence of:

DIRECTOR

SECRETARY

Dated the _____ day of _____ 20____

PRESENT when the Common Seal of
KERRY COUNTY COUNCIL was
Affixed hereto:

**S.E.O CORPORATE SERVICES
MAYOR OR NOMINATED EMPLOYEE
OF KERRY COUNTY COUNCIL**