

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

**GRANT OF EASEMENT**

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
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STAMP DUTY DOCUMENT ID	
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SERIES NO	PREFIX
	TG

**AGENT CODE**

LODGED BY:

COWELL CLARKE

CCL1

CORRECTION TO:

COWELL CLARKE

CCL1

SUPPORTING DOCUMENTATION LODGED WITH APPLICATION  
(COPIES ONLY)

- 1
- .....
- 2
- .....
- 3
- .....
- 4
- .....
- 5
- .....

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS:

- 1
- .....
- 2
- .....
- 3
- .....
- 4
- .....
- 5
- .....

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

# GRANT OF EASEMENT

(Pursuant to Section 96 of the Real Property Act 1886)

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**PRIVACY COLLECTION STATEMENT:** The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

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## LAND DESCRIPTION OVER WHICH RIGHTS AND LIBERTIES ARE BEING GRANTED

The whole of the land comprised in Certificate of Title Volume **[INSERT]** Folio **[INSERT]**

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## ESTATE & INTEREST

Fee simple

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## GRANTOR(S) (Full name and address)

**[INSERT]** of **[INSERT]**

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## CONSIDERATION (Words and figures)

Nil (Value does not exceed \$100.00)

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## GRANTEE(S) (Full name, address, mode of holding and appurtenant land description)

**THE CORPORATION OF THE CITY OF ADELAIDE** of 25 Pirie Street, Adelaide SA 5000

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**THE GRANTOR ACKNOWLEDGES RECEIPT OF THE CONSIDERATION HEREIN EXPRESSED AND HEREBY GRANTS TO THE GRANTEE**

HERE SET FORTH THE RIGHTS AND LIBERTIES BEING CREATED AND DEFINE PRECISELY

The Grantor hereby grants to the Grantee and its employees, agents, contractors, workmen and invitees and the general public a full and free unrestricted right and liberty over that portion of the land in Certificate of Title Volume [INSERT] Folio [INSERT] marked [INSERT] on FX [INSERT] to pass and repass at any time on foot only.

AND the Grantor and the Grantee, the parties to this easement hereby covenant and agree as set out in Annexure A.

**TO BE HELD APPURTENANT TO:-**

HERE SET FORTH THE APPURTENANCE AND DEFINE PRECISELY

Easement in gross.

**PRIVACY COLLECTION STATEMENT:** The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

To be completed by lodging party

Office Use Only

**ANNEXURE** to Grant of Easement dated

**NUMBER**

over Certificate of Title Volume [INSERT] Folio [INSERT]

## ANNEXURE A

### 1. Grantee's Covenants

- 1.1. The Grantee shall be entitled at its own cost and expense to construct and install the Ramp Infrastructure on the Easement Land and shall be entitled to replace the Ramp Infrastructure or any part of it should such replacement be required from time to time.
- 1.2. The Grantee must construct the Ramp Infrastructure in accordance with the Grantee's plans and specifications approved by the Grantor (acting reasonably) and in accordance with all necessary statutory consents and approvals.
- 1.3. The Grantee must at its own cost and expense following the completion of the construction and installation of the Ramp Infrastructure maintain the Ramp Infrastructure in good repair and condition at all times.
- 1.4. If the Grantee fails to comply with its obligations pursuant to clause 1.3, the Grantor may undertake such maintenance, repair or other work as may be required and the Grantee must pay to the Grantor on demand an amount equal to all reasonable costs and expenses incurred by the Grantor in effecting or performing any maintenance, alteration, repair or other work as may be required (including GST on any such amounts).

### 2. Definitions

In this easement unless the contrary intention appears:

- 2.1. "**Easement Land**" means that portion of the land comprised in Certificate of Title Volume [INSERT] Folio [INSERT] marked [INSERT] on FX [INSERT];
- 2.2. "**Grantee**" means The Corporation of the City of Adelaide or any person authorised by it;
- 2.3. "**Grantor**" means the proprietor or proprietors from time to time of the Land and includes its tenants, employees, agents, contractors, managers and caretakers, visitors, workmen and invitees;
- 2.4. "**Land**" means the whole of the land comprised in Certificate of Title Volume [INSERT] Folio [INSERT] and includes the Easement Land; and
- 2.5. "**Ramp Infrastructure**" means the ramp and railings to be constructed and installed by the Grantee on the Easement Land and any replacement to such Ramp Infrastructure from time to time.

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DATED.....

**CERTIFICATION** *\*Delete the inapplicable*

**Grantor(s)**

\*The Certifier has taken reasonable steps to verify the identity of the grantor or his, her or its administrator or attorney.

\*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

\*The Certifier has retained the evidence to support this Registry Instrument or Document.

\*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Name of certifying party  
Capacity of certifying party  
for: Company name  
On behalf of the Grantor

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**Grantee(s)**

\*The Certifier has taken reasonable steps to verify the identity of the grantee or his, her or its administrator or attorney.

\*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

\*The Certifier has retained the evidence to support this Registry Instrument or Document.

\*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Name of certifying party  
Capacity of certifying party  
for: Company name  
On behalf of the Grantee

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**CONSENT TO THE GRANT OF AN EASEMENT**

**CONSENTING PARTY** (Full Name and Address)

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**NATURE OF ESTATE OR INTEREST HELD**

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I/We the consenting party consent to the

- (1)\* discharge of \*Encumbrance / \*Mortgage ..... over the easement being granted pursuant to Section 144 of the Real Property Act 1886.
- (2)\* granting of the easement subject to \*Encumbrance / \*Mortgage ..... pursuant to Section 90F of the Real Property Act 1886.

\* Strike through the inapplicable

**EXECUTION BY CONSENTING PARTY**

**DATED** .....

.....  
Signature of CONSENTING PARTY

.....  
Signature of CONSENTING PARTY

.....  
Signature of WITNESS - Signed in my presence by the CONSENTING PARTY who is either personally known to me or has satisfied me as to his or her identity. A penalty of up to \$5000 or 1 year imprisonment applies for improper witnessing.

.....  
Signature of WITNESS - Signed in my presence by the CONSENTING PARTY who is either personally known to me or has satisfied me as to his or her identity. A penalty of up to \$5000 or 1 year imprisonment applies for improper witnessing.

.....  
Print Full name of Witness (BLOCK LETTERS)

.....  
Print Full name of Witness (BLOCK LETTERS)

.....  
Address of Witness

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Address of Witness

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Business Hours Telephone No.....

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Business Hours Telephone No.....