

25 August 2023



Government of South Australia

Department for Trade  
and Investment

PLANNING & LAND USE SERVICES  
83 Pirie Street  
Adelaide 5000

GPO Box 1815  
Adelaide SA 5001  
DX 171  
Telephone: (08) 7133 2300

Clare Mockler  
Chief Executive Officer  
City of Adelaide  
GPO Box 2252  
Adelaide SA 5001  
Via email: [C.Mockler@cityofadelaide.com.au](mailto:C.Mockler@cityofadelaide.com.au)

Dear Ms Mockler

### **O-Bahn City Access Project and variation to Adelaide Park Lands Plan**

In late 2016 the City of Adelaide (the Council) entered into a project deed of agreement with the then Minister for Transport, Infrastructure and Local Government (Minister for Transport) to commence the O-Bahn City Access project (the Project) and create a 'works corridor' dedicated to the Minister for Transport. As the construction stage of the Project has been completed, the second, and final, land titling process of this agreement is required to finalise the land tenure and return portions of the works corridor to the Council.

The Crown Solicitors' Office (in-conjunction with the Surveyor-General, Registrar-General and Council staff) have prepared the following plans and instruments for lodgement in the General Registry Office (GRO) and Lands Titles Office (LTO) to finalise the land tenure associated with the Project:

- **Appendix A** - Instrument for the Minister for Planning to vary GRO Plan 01/2014 pursuant to the *Adelaide Park Lands Act (SA) 2005*,
- **Appendix B** - Instrument to change the status of land and vest easement rights,
- **Appendix C** – Application on behalf of the Minister for Climate, Environment and Water for deposit of a plan of division (D121055) and issue of new certificates of title (Form RTD), and
- **Appendix D** - Application for the variation of easement between the Minister for Climate, Environment and Water and Distribution Lessor Corporation (to vary existing easement rights) (Form VE).

The plan of land division (D121055 (**Appendix E**)), varied GRO Plan (**Appendix F**) and associated instruments will:

- narrow the 'works corridor' currently dedicated to the Minister for Infrastructure and Transport and create allotment 51 to include only the horizontal and vertical extents of the O-Bahn tunnel and access from Grenfell Street/East Terrace,
- return to Park Land, under the care and control of the Council all other land outside that describe in the first dot point that is within the current 'works corridor' and currently dedicated to the Minister for Infrastructure and Transport,

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- narrow Rundle Road at Dequetteville Terrace and widen Dequetteville Terrace at Botanic Road, portions of Hackney Road and Park Terrace at Bundeys Road in accord with the formed carriageway. The documents required for this process have been executed by the Commissioner for Highways,
- amalgamate specific abutting allotments that have the same tenure and custodianship, and
- create and vary easements for the purposes specified in the RTD dealing.

In summary, the easements being created in favour of the Minister for Infrastructure and Transport will:

- protect general infrastructure and electrical cables (Easement B & J),
- provide for drainage (Easement D),
- provide access to maintain the tunnel via its roof and two 'pods' adjacent Rundle Road (Easements E, G & H),
- provide access to the 'pods' across the Park Lands (Easement F), and
- provide access to the footbridge for maintenance purposes (Easement R)

Under s 16(2) of the *Adelaide Park Lands Act 2005*, prior to the Minister for Planning depositing the plan to vary the Adelaide Park Lands, the Council must be consulted to provide concurrence to vary the plan to return those portions of the 'Dedicated Area' that are not being occupied by O-Bahn infrastructure from the care, control and management of the Minister for Infrastructure and Transport back to the care, control and management of the City of Adelaide.

It is requested that the Council approves and executes the various GRO & LTO instruments contained in **Appendices A – D** providing consent and concurrence to the built form of the O-Bahn City Access Project and surrounding land tenure and infrastructure.

Following execution of the instruments, please arrange for the signed copies to be returned to me.

Subject to the Council's approval and the subsequent execution by the relevant Ministers, the plans will be deposited in the GRO and LTO.

Yours Sincerely



**Bradley Slape**  
**Surveyor-General**

# **Appendix A**

**Instrument for the Minister for Planning to vary GRO Plan 01/2014**

LANDS TITLES REGISTRATION OFFICE  
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
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STAMP DUTY DOCUMENT ID:	
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SERIES NO	PREFIX

**AGENT CODE**

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CORRECTION TO: **CROWN SOLICITOR'S OFFICE**      **CSOL 22**

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
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REGISTERED	
REGISTRAR-GENERAL	

## INSTRUMENT TO VARY GRO PLAN 01/2014 - ADELAIDE PARK LANDS ACT 2005

**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.

Pursuant to Sections 14(4) and 16 of the Adelaide Park Lands Act 2005 the **MINISTER FOR PLANNING** of Adelaide SA 5000 the Minister responsible for the administration of the Adelaide Park Lands Act 2005 varies the Adelaide Park Lands Plan ("the Plan") with effect from the date of this Instrument for the purpose of identifying and recording amendments and changes to land tenure and cadastral boundaries (other than public roads) and for the vesting of the care, control and management of land within the Adelaide Park Lands as per the Schedule detailed hereunder:

### SCHEDULE TO CHANGES TO THE ADELAIDE PARK LANDS PLAN

FILED/DEPOSITED PLAN REFERENCE	EXISTING PLAN REFERENCE GRO 01/2014	AMENDMENTS TO GRO 01/2014 PLAN	PARTY IN WHOM CARE, CONTROL AND MANAGEMENT IS VESTED
<b>D121055</b>	<p>Park Lands Plan area coloured light green being Allotment 10 in D74256 comprised in CR 6102/715</p> <p>Park Lands Plan area coloured light yellow being Portion of Allotment comprising pieces 2 and 4 D111680 comprised in CR 6170/713</p> <p>Park Lands Plan area coloured light yellow being Portion of Allotment comprising pieces 2 and 4 D111680 comprised in CR 6170/713 (That portion of Piece 4) And Park Lands Plan area coloured light green being Allotment comprising pieces 3 and 5 in D111680 comprised in CR 6170/714</p> <p>Park Lands Plan area coloured light yellow being Portion of Allotment comprising pieces 2 and 4 D111680 comprised in CR 6170/713 (That portion of Piece 2) And Park Lands Plan area coloured light green being Portion of Allotment 1 in D111680 comprised in CR 6170/712</p>	<p>Park Lands Plan area coloured light green being Allotment 50 in D121055</p> <p>Park Lands Plan area coloured light yellow being Allotment 51 D121055</p> <p>Park Lands Plan area coloured light green being Allotment 52 in D121055</p> <p>Park Lands Plan area coloured light green being Allotment 53 in D121055</p>	<p>The Corporation of the City of Adelaide</p> <p>Minister for Infrastructure and Transport</p> <p>The Corporation of the City of Adelaide</p> <p>The Corporation of the City of Adelaide</p>

FILED/DEPOSITED PLAN REFERENCE	EXISTING PLAN REFERENCE GRO 01/2014	AMENDMENTS TO GRO 01/2014 PLAN	PARTY IN WHOM CARE, CONTROL AND MANAGEMENT IS VESTED
	Park Lands Plan area coloured light yellow being Allotment 102 in D66751 comprised in CR 5943/443	Park Lands Plan area coloured light yellow being Allotment 54 in D121055	The Board of the Botanic Gardens and State Herbarium (as successor to Governors of the Botanic Garden)
	Park Lands Plan area coloured light yellow being Section 574 H105100 comprised in CR 6043/262	Park Lands Plan area coloured light yellow being Allotment 55 in D121055	The Board of the Botanic Gardens and State Herbarium (as successor to Governors of the Botanic Garden)
	Park Lands Plan area coloured light green being Allotment 6 in F41834 comprised in CR 5807/966	Park Lands Plan area coloured light green being Allotment 56 in D121055	The Corporation of the City of Adelaide
	Park Lands Plan area coloured light green being Allotment 116 in D81642 comprised in CR 6102/712	Park Lands Plan area coloured light green being Allotment 57 in D121055	The Corporation of the City of Adelaide
	Park Lands Plan area coloured light green being Portion of Allotment 1 in D111680 comprised in CR 6170/712	Park Lands Plan area coloured light blue being Allotment 58 (Dequetteville Terrace) in D121055	The Corporation of the City of Adelaide
	Park Lands Plan area coloured light yellow being Section 640 H105100 comprised in CR 5756/652	Park Lands Plan area coloured light blue being Allotment 59 (Hackney Road) (PART) in D121055	The Corporation of the City of Adelaide
	Park Lands Plan area coloured light yellow being Portion of Section 574 H105100 comprised in CR 6043/262	Park Lands Plan area coloured light blue being Allotment 60 (Hackney Road) in D121055	The Corporation of the City of Adelaide
	Park Lands Plan area coloured light green being Portion of Allotment 6 in F41834 comprised in CR 5807/966	Park Lands Plan area coloured light blue being Allotment 61 (Park Road) in D121055	The Corporation of the City of Adelaide
	Park Lands Plan area coloured light green being Portion of Allotment 116 in D81642 comprised in CR 6102/712	Park Lands Plan area coloured light blue being Allotment 62 (Park Road) in D121055	The Corporation of the City of Adelaide

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DATED.....

**IN EXERCISING HIS POWERS PURSUANT TO THE ADELAIDE PARK LANDS ACT 2005**

**THE COMMON SEAL** of the        )  
**MINISTER FOR PLANNING**        )  
was affixed hereto by        )  
the Minister in the presence of    )

.....  
Signature of WITNESS

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

.....  
Position Held:

.....  
Address of Witness

Business Hours Telephone No .....

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To be completed by lodging party

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**ANNEXURE to INSTRUMENT dated  
to Vary GRO Plan 01/2014**

**NUMBER**

**DEALING: INSTRUMENT TO VARY GRO PLAN 01/2014 - ADELAIDE PARK LANDS ACT 2005**  
**APPLICANT: MINISTER FOR PLANNING**

**THE CORPORATION OF THE CITY OF ADELAIDE** of GPO Box 2252 Adelaide SA 5001 pursuant to section 14(5)(b) of the *Adelaide Park Lands Act 2005* hereby concurs with the Variation of the Adelaide Park Lands Plan and to the placement of land under its care, control and management as set out in this instrument.

DATED this    day of    2023

**The COMMON SEAL of  
THE CORPORATION OF THE CITY OF ADELAIDE  
was hereunto affixed in the presence of:**

.....  
Signature of LORD MAYOR

.....  
Print Full Names (BLOCK LETTERS)

.....  
Signature of CHIEF EXECUTIVE OFFICER

.....  
Print Full Names (BLOCK LETTERS)

# **Appendix B**

**Instrument to change the status of land and vest easement rights**

LANDS TITLES REGISTRATION OFFICE  
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
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SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
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**INSTRUMENT TO CHANGE THE STATUS OF LAND AND TO VEST EASEMENT RIGHTS**  
**(Pursuant to s 16(4) of the Adelaide Park Lands Act 2005)**

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To the Registrar-General,

**WHEREAS –**

- A. the Minister for Planning (**Minister**) is the Minister to whom the administration of the *Adelaide Park Lands Act 2005* (**Act**) has been committed;
- B. pursuant to section 14(4) of the Act the Minister has varied the Adelaide Park Lands Plan (**Variation**) by the substitution of a new plan to be deposited in the General Registration Office (**GRO**);
- C. in conjunction with the Minister's exercise of power pursuant to section 14(4) of the Act to vary the Adelaide Park Lands Plan the Minister may, by instrument deposited in the GRO pursuant to section 16(4) of the Act, make any other provision relating to the status, vesting or management of land as the Minister thinks fit.

I, **NICK CHAMPION MP**, Minister for Planning, make the following provisions pursuant to Section 16(4) of the Act in conjunction with the Variation to the Adelaide Park Lands Plan to be deposited in the GRO contemporaneously with this instrument:

**Provisions:**

1. That all current dedications of the land comprised and described in Crown Record's Volume 6170 Folio 712, Volume 6170 Folio 713, Volume 6170 Folio 714, Volume 6175 Folio 946 and Volume 6175 Folio 949 are hereby revoked.
  2. That the land comprised and described in Allotments 52 and 53 in DP121055 is reserved and dedicated for Park Land purposes.
  3. The land comprised and described in Allotment 51 in DP121055 is reserved and dedicated for Public Transport Infrastructure Purposes.
  4. The following Easements as set out on DP121055 are vested as follows:
    - i. Easement marked "B" for Infrastructure Purposes over portion of Allotments 50, 52, 53, 54, 55, 56 & 57 is vested in Minister for Infrastructure and Transport
    - ii. Easement marked "C" for Drainage purposes over portion of Allotment 51 is vested in The Corporation of the City of Adelaide
    - iii. Easement marked "D" for Drainage purposes over portion of Allotment 52 is vested in Minister for Infrastructure and Transport
    - iv. Easement marked "E" for Maintenance purposes over portion of Allotments 52 & 53 is vested in Minister for Infrastructure and Transport
    - v. Easement marked "F" a Right of Way for access purposes over portion of Allotment 53 is vested in Minister for Infrastructure and Transport
    - vi. Easement marked "G" for Maintenance purposes over portion of Allotment 53 is vested in Minister for Infrastructure and Transport
    - vii. Easement marked "H" for Access Purposes over portion of Allotment 53 is vested in Minister for Infrastructure and Transport
    - viii. Easement marked "K" for Electricity Supply Purposes over portion of Allotment 53 is vested in Distribution Lessor Corporation (subject to Lease no.8890000)
    - ix. Easement marked "R" for Access Purposes over portion of Allotments 55, 56 & 57 is vested in Minister for Infrastructure and Transport
    - x. Easement marked "J" for the Transmission of electricity by underground cable over portion of Allotment 53 is vested in Minister for Infrastructure and Transport
  5. That the Easements vest subject to the Covenants set out in the applicable Annexure for each relevant Easement being Annexures A – J.
  6. That the above provisions have effect according to their terms and despite any other provisions of any other Act or Law.
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**ANNEXURE A to INSTRUMENT** dated

**NUMBER**

**DEALING: INSTRUMENT TO CHANGE THE STATUS OF LAND AND TO VEST EASEMENT RIGHTS**  
(Pursuant to s 16(4) of the *Adelaide Park Lands Act 2005*)

Easement B is vested in the Minister for Infrastructure and Transport subject to the following Covenants.

**EASEMENT "B" FOR INFRASTRUCTURE PURPOSES**

**THE GRANTOR HEREBY GRANTS TO THE GRANTEE AN EASEMENT IN GROSS (under Section 41A of the Law Property Act 1936) OVER PORTION OF ALLOTMENTS 50, 52, 53, 54, 55, 56 & 57 MARKED 'B' ON D121055**

**1. DEFINITIONS;** In this document

- a) **Easement area** means those portions of Allotments 50, 52, 53, 54, 55, 56 & 57 marked B on D121055.
- b) **Grantee** means the proprietor or proprietors of the Easement in Gross from time to time taking or deriving title under or through this instrument, and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- c) **Grantor** means the proprietor or proprietors including Custodians from time to time of the Servient Land and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- d) **Servient Land** means Allotment(s) 50, 52, 53, 54, 55, 56 & 57 on D121055 portion or portions of which are subject to the rights granted hereunder.
- e) **Infrastructure** means:

**First as regards those portions of Allotments 55, 56 & 57 marked B on D121055 (Easement area) being portion of the land in the above-described Servient Land:**

- (i) **Bridge Structure** - the purpose-built Bridge and any structural support infrastructure inclusive of the supporting compacted soil surrounding the abutments and piers of the bridge and to prevent scour protection for the Bridge constructed thereon across, over, under and within those portions of Allotments of the Servient Land first described. The Bridge infrastructure includes but is not limited to headwalls, parapets, supporting structures, apparatus and conductors, piers, footings, pipes, cables, railings, ramp embankments, compacted soil and other supporting infrastructure for the Bridge Structure and other existing Utility Services infrastructure and Trunk Water Main pipework attached thereto under licence by the Grantee to any approved Licensee.
- (ii) **Path** is a purpose-built hard surface shared use path along over and across the Bridge Structure including appropriate lighting, directional and safety signage situated within those portions of Allotments in the Servient Land first described.

**Secondly as regards portions of Allotments 50, 52, 53, 54, 55, 56 & 57 marked B on D121055 (Easement area) being portion of the land in the above-described Servient Land:**

**Infrastructure** includes cables, conduits, ducts, pipes, conductors, poles, towers, installations, heavy duty cables for ongoing works, junction boxes, pits, signage and directional information infrastructure, traffic management infrastructure, street lighting, cameras, utility services equipment, ancillary plant and equipment, structure for housing communication equipment, Bridge Structure, Path and walkways and other equipment for works required to maintain, protect and provide services to the Servient Land.

**2. EASEMENT**

Subject to the covenants set out in this Easement, the Grantor hereby grants to the Grantee and all others authorised by the Grantee a full free right and liberty of entry, egress and regress from time to time and at all times over the area marked "B" in D121055 ("Easement area") to:

- a) construct a Bridge Structure on the Servient Land (Item 1(e)(i) first described) and to inspect and to undertake works to maintain, repair, renew, demolish, remove and replace any of the Bridge Structure and ramp embankments including the supporting compacted soil surrounding the abutments and piers of the Bridge and supporting infrastructure, the Bridge Structure and other works along, across over under and within the Servient Land and other support infrastructure and works as may in the opinion of the Grantee be necessary to give effect to the safe order and condition of the Bridge Structure and supporting infrastructure and in compliance with all relevant standards; and
- b) to construct a hard surface shared use Path on the Servient Land (Item 1(e)(ii) first described) including to undertake site levelling works, to lay spray seal with asphalt or similar material and to inspect, alter maintain, repair and replace the hard surface shared use Path and in compliance with all relevant standards; and
- c) to lay, place, install, attach, erect, or construct compliant Infrastructure either under, across, over, above or on the surface of the Easement area within the Servient Land (Item 1(e) secondly described) and to inspect and undertake works to maintain, repair, renew, demolish, remove and replace any of the Infrastructure to protect the services to the Land in providing the transmission, transforming and controlling of electricity, the sending, receiving and relaying of data for communications &/or telecommunication signals and power supply to its equipment and other Structures or installations on the Servient Land; and
- d) to enter, stand, pass and repass either with or without vehicles, machines and other equipment to undertake works and exercise the rights of the Grantee under this Easement after giving the Grantor reasonable notice; and
- e) to break the surface of, dig, open up and use the Easement area for any of the above purposes.

**3. IT IS HEREBY COVENANTED TO AND AGREED BETWEEN THE GRANTOR AND GRANTEE THAT:**

The Bridge Structure and Path spans over Crown Land identified as Allotments 55, 56 & 57 in D121055 (the "Servient Land") whereby Allotment 55 is under the care, control and management of The Board of the Botanic Gardens and State Herbarium (as successor to Governors of the Botanic Garden) (as Custodian) and Allotments 56 & 57 are under the care, control and management of The Corporation of the City of Adelaide (as Custodian).

The Minister for Infrastructure and Transport acknowledges and agrees the Bridge Structure is to remain owned by, at the risk of and the responsibility of the Minister for Infrastructure and Transport (the "Grantee").

Located on and attached to the Bridge Structure are several utility services Infrastructure including a Trunk Water Main. Each Utility Service Provider's respective infrastructure will remain owned by, at the risk of and the responsibility of the respective Utility Services Provider. The Trunk Water Main will remain owned by, at the risk of and the responsibility of the South Australian Water Corporation.

(1) Except in case of an emergency, the Grantee before entering upon the Easement area to undertake an activity under Item 2 of this Instrument must:

- (i) First before undertaking work on the Bridge Structure including works that disturb the surrounding soil underneath the abutments and piers of the Bridge, the Department for Infrastructure and Transport (DIT) must be notified, and permission granted. Application to: <http://www.sa.gov.au/topics/driving-and-transport/transport-industry-services/getting-permission-to-carry-out-roadworks>
- (ii) If works are required on the northern bank of the River Torrens, and/or on either side of the River Torrens embankments underneath the Bridge Structure as comprised in Allotments 56 & 57, The Corporation of the City of Adelaide must be notified, and permission granted. Contact &/or make Application to: <https://customer.cityofadelaide.com.au/forms/city-works-application/>
- (iii) If works are required on the southern bank of the River Torrens as comprised in Allotment 55, the Adelaide Botanic Gardens must be notified and permission granted. Contact or Apply to: Telephone (+61 8) 8222 9311 or email: [botanicgardens@sa.gov.au](mailto:botanicgardens@sa.gov.au)

The Grantee must at all times at its costs keep the Infrastructure in safe order and condition and in compliance with all standards.

Should the Bridge Structure including the Path be rendered inaccessible due to the physical construction of services by the Grantee and/or by any other reasonable cause, then the Grantee must provide at its cost an alternative access area for temporary use by the Grantor and the Grantee (including for Public access) for the period reasonably required for the purpose of maintenance and repairs to the Easement Land.

- (2) All Works undertaken for Infrastructure Purposes as set out in Item 2 of this Instrument by the Grantee in exercising the rights under this Instrument must be undertaken in accordance with the Department for Infrastructure and Transport's specifications and must be completed in accordance with good engineering practice and compliance with any applicable Australian industry standards.

Before entering the Easement area to undertake any works, the Grantee must give reasonable written notice to



the Grantor &/or the Parties as set out in Item 3(1) (except in the case of an emergency situation) and obtain permission to exercise its rights under the Easement Grant from the relevant Grantor being the Custodian of the applicable Allotment comprised in the Servient Land above described in Item 1 of this instrument.

- (3) Except when exercising its rights under Item 2 in this Instrument, the Grantee must not cause damage to the Easement area land or the Servient Land.
- (4) The Grantee must at its own cost and as soon as is reasonably practicable make good any damage caused by the Grantee to the Easement area land or the Servient Land (including any improvements thereon) during the exercise of its rights under Item 2 or a breach of Item 3(1) & (2).
- (5) The Grantor must not cause damage to the Infrastructure located on the Servient Land and must promptly notify the Grantee if it causes such damage. Where the Grantor causes damage to any of the Infrastructure as set out in Item 1(e) of this instrument then the Grantor at its own cost and after obtaining consent from the Grantee and/or relevant Authorities as stated in clause 3(1) therein, must make good any such damage forthwith in an emergency situation, within 30 days in a non-emergency situation or such further period as agreed to by the Grantee. If the Grantor fails to act in a reasonable time the Grantor shall reimburse the Grantee's reasonable costs incurred in making good any such damage to the Infrastructure improvements.
- (6) The Grantee:
  - (a) enters the Easement area and exercises its rights under Clause 2 herein at its own risk and releases the Grantor from all loss, damage, cost, injury or liability suffered or incurred by the Grantee for which the Grantor is or may be or becomes liable in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is contributed to by the Grantor); and
  - (b) indemnifies and keeps indemnified the Grantor in respect of any loss, damage, cost, injury or liability for which the Grantor is or may be or become liable in respect of or arising from any act, omission, neglect, breach or default by the Grantee in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is caused by the default or negligence of the Grantor).

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To be completed by lodging party

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**ANNEXURE B to INSTRUMENT** dated

**NUMBER**

**DEALING: INSTRUMENT TO CHANGE THE STATUS OF LAND AND TO VEST EASEMENT RIGHTS**  
(Pursuant to s 16(4) of the *Adelaide Park Lands Act 2005*)

Easement C is vested in The Corporation of the City of Adelaide subject to the following Covenants

**EASEMENT "C" FOR DRAINAGE PURPOSES**

**THE GRANTOR HEREBY GRANTS TO THE GRANTEE AN EASEMENT IN GROSS (under Section 41A of the Law Property Act 1936) OVER PORTION OF ALLOTMENT 51 MARKED 'C' ON D121055**

**1. DEFINITIONS;** In this document

- a) **Easement area** means those portions of Allotment 51 marked C on D121055.
- b) **Grantee** means the proprietor or proprietors of the Easement in Gross from time to time taking or deriving title under or through this instrument, and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- c) **Grantor** means the proprietor or proprietors including Custodians from time to time of the Servient Land and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- d) **Servient Land** means Allotment 51 on D121055 portion or portions of which are subject to the rights granted hereunder.

**2. EASEMENT**

The Grantor hereby grants to the Grantee subject to the covenants set out in this Easement an Easement for Drainage Purposes over the Easement area, entitling the Grantee at any time to break the surface of, dig, open up and use the land (described for that purpose in this instrument) for the purpose of laying down, fixing, taking up, repairing, re-laying or examining drains or drainage pipes and of using and maintaining those drains and drainage pipes for drainage purposes and to enter the land at any time (if necessary with vehicles and equipment) for any of those purposes.

**3. IT IS HEREBY COVENANTED TO AND AGREED BETWEEN THE GRANTOR AND GRANTEE THAT:**

- (1) The Grantee is responsible for the maintenance of all drainage infrastructure installed by the Grantee on above or under the surface of the Servient Land within the defined Easement area.
- (2) Except in case of an emergency, the Grantee must first obtain permission before entering upon the Easement area to undertake work on the drainage infrastructure and other works ancillary to the safe order and condition of the infrastructure for drainage purposes from the Department for Infrastructure and Transport (DIT). Application is to be made to: <http://www.sa.gov.au/topics/driving-and-transport/transport-industry-services/getting-permission-to-carry-out-roadworks>
- (3) All works undertaken for drainage purposes by the Grantee in exercising the rights under this Easement grant must be undertaken in accordance with the Department for Infrastructure and Transport's specifications and must be completed in accordance with good engineering practice and compliance with any applicable Australian industry standards.
- (4) The Grantee must give reasonable written notice to the Grantor &/or the Minister for Infrastructure and Transport the Custodian of the Servient Land (except in the case of an emergency situation) and obtain permission to exercise its rights under the Easement grant.
- (5) Except when exercising its rights under this Easement grant, the Grantee must not cause damage to the Easement area land or the Servient Land. The Grantee is responsible for liability in relation to any works undertaken by the Grantee.

- (6) The Grantee must at its own cost and as soon as is reasonably practicable make good any damage caused by the Grantee to the Easement area land or the Servient Land (including any improvements thereon) during the exercise of its rights under Item 2 or a breach of Item 3(1-3).
- (7) The Grantor must not cause damage to the Drainage Infrastructure located on the Servient Land and must promptly notify the Grantee if it causes such damage. Where the Grantor causes damage to any of the Drainage Infrastructure then the Grantor at its own cost and after obtaining consent from the Grantee and/or relevant Authorities must make good any such damage forthwith in an emergency situation, within 30 days in a non-emergency situation or such further period as agreed to by the Grantee. If the Grantor fails to act in a reasonable time the Grantor shall reimburse the Grantee's reasonable costs incurred in making good any such damage to the drainage infrastructure.
- (8) The Grantee:
  - (a) enters the Easement area and exercises its rights under Clause 2 herein at its own risk and releases the Grantor from all loss, damage, cost, injury or liability suffered or incurred by the Grantee for which the Grantor is or may be or becomes liable in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is contributed to by the Grantor); and
  - (b) indemnifies and keeps indemnified the Grantor in respect of any loss, damage, cost, injury or liability for which the Grantor is or may be or become liable in respect of or arising from any act, omission, neglect, breach or default by the Grantee in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is caused by the default or negligence of the Grantor).

**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 C to INSTRUMENT** dated

**NUMBER**

**DEALING: INSTRUMENT TO CHANGE THE STATUS OF LAND AND TO VEST EASEMENT RIGHTS**  
(Pursuant to s 16(4) of the *Adelaide Park Lands Act 2005*)

Easement D is vested in the Minister for Infrastructure and Transport subject to the following Covenants

**EASEMENT "D" FOR DRAINAGE PURPOSES**

**THE GRANTOR HEREBY GRANTS TO THE GRANTEE AN EASEMENT IN GROSS (under Section 41A of the Law Property Act 1936) OVER PORTION OF ALLOTMENT 52 MARKED 'D' ON D121055**

**1. DEFINITIONS;** In this document

- a) **Easement area** means those portions of Allotment 52 marked D on D121055.
- b) **Grantee** means the proprietor or proprietors of the Easement in Gross from time to time taking or deriving title under or through this instrument, and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- c) **Grantor** means the proprietor or proprietors including Custodians from time to time of the Servient Land and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- d) **Servient Land** means Allotment 52 on D121055 portion or portions of which are subject to the rights granted hereunder.

**2. EASEMENT**

The Grantor hereby grants to the Grantee subject to the covenants set out in this Easement an Easement for Drainage Purposes over the Easement area, entitling the Grantee at any time to break the surface of, dig, open up and use the land (described for that purpose in this instrument) for the purpose of laying down, fixing, taking up, repairing, re-laying or examining drains or drainage pipes and of using and maintaining those drains and drainage pipes for drainage purposes and to enter the land at any time (if necessary with vehicles and equipment) for any of those purposes.

**3. IT IS HEREBY COVENANTED TO AND AGREED BETWEEN THE GRANTOR AND GRANTEE THAT:**

- (1) The Grantee is responsible for the maintenance of all drainage infrastructure installed by the Grantee on above or under the surface of the Servient Land within the defined Easement area.
- (2) Except in case of an emergency, the Grantee must first obtain permission before entering upon the Easement area to undertake work on the drainage infrastructure and other works ancillary to the safe order and condition of the infrastructure for drainage purposes from The Corporation of the City of Adelaide. Application is to be made to: <https://customer.cityofadelaide.com.au/forms/city-works-application/>
- (3) All works undertaken for drainage purposes by the Grantee in exercising the rights under this Easement grant must be undertaken in accordance with the Grantor's and/or Custodian's and/or Department for Infrastructure and Transport's specifications and must be completed in accordance with good engineering practice and compliance with any applicable Australian industry standards.
- (4) The Grantee must give reasonable written notice to the Grantor &/or The Corporation of the City of Adelaide the Custodian of the Servient Land (except in the case of an emergency situation) and obtain permission to exercise its rights under the Easement grant.
- (5) Except when exercising its rights under this Easement grant, the Grantee must not cause damage to the Easement area land or the Servient Land. The Grantee is responsible for liability in relation to any works undertaken by the Grantee.

- (6) The Grantee must at its own cost and as soon as is reasonably practicable make good any damage caused by the Grantee to the Easement area land or the Servient Land (including any improvements thereon) during the exercise of its rights under Item 2 or a breach of Item 3(1-3).
- (7) The Grantor must not cause damage to the Drainage Infrastructure located on the Servient Land and must promptly notify the Grantee if it causes such damage. Where the Grantor causes damage to any of the Drainage Infrastructure then the Grantor at its own cost and after obtaining consent from the Grantee and/or relevant Authorities must make good any such damage forthwith in an emergency situation, within 30 days in a non-emergency situation or such further period as agreed to by the Grantee. If the Grantor fails to act in a reasonable time the Grantor shall reimburse the Grantee's reasonable costs incurred in making good any such damage to the drainage infrastructure.
- (8) The Grantee:
  - (a) enters the Easement area and exercises its rights under Clause 2 herein at its own risk and releases the Grantor from all loss, damage, cost, injury or liability suffered or incurred by the Grantee for which the Grantor is or may be or becomes liable in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is contributed to by the Grantor); and
  - (b) indemnifies and keeps indemnified the Grantor in respect of any loss, damage, cost, injury or liability for which the Grantor is or may be or become liable in respect of or arising from any act, omission, neglect, breach or default by the Grantee in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is caused by the default or negligence of the Grantor).

**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 D to INSTRUMENT** dated

**NUMBER**

**DEALING: INSTRUMENT TO CHANGE THE STATUS OF LAND AND TO VEST EASEMENT RIGHTS**  
(Pursuant to s 16(4) of the *Adelaide Park Lands Act 2005*)

Easement E is vested in the Minister for Infrastructure and Transport subject to the following Covenants

**EASEMENT "E" FOR MAINTENANCE PURPOSES**

**THE GRANTOR HEREBY GRANTS TO THE GRANTEE AN EASEMENT IN GROSS (under Section 41A of the Law of Property Act 1936) OVER PORTION OF ALLOTMENTS 52 & 53 MARKED "E" ON D121055**

**1. DEFINITIONS;** In this document

- a) **Easement area** means those portions of Allotments 52 & 53 marked E on D121055.
- b) **Grantee** means the proprietor or proprietors of the Easement in Gross from time to time taking or deriving title under or through this instrument, and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- c) **Grantor** means the proprietor or proprietors including Custodians from time to time of the Servient Land and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- d) **Servient Land** means Allotments 52 & 53 on D121055 portion or portions of which are subject to the rights granted hereunder.
- e) **Tunnel Infrastructure** means the surface area of the Roof of the purpose-built Tunnel Structure, Tunnel Services Building and any ancillary infrastructure built above under along across and within the land comprised in Allotment 51 and adjoining land comprised in Allotments 52 & 53 in D121055

**2. EASEMENT**

Subject to the covenants set out in this Easement, the Grantor hereby grants to the Grantee and all others authorised by the Grantee a full free right and liberty of entry, egress and regress from time to time and at all times over the Servient Land to stand on the Easement area marked E in D121055 to:

- (a) enter, stand, pass and repass either with or without vehicles, (including cranes and other heavy vehicles if necessary) equipment, materials and machines on the Easement land to inspect and undertake works to maintain, repair, remove, demolish, replace and renew any of the Tunnel Infrastructure, and ancillary equipment as may in the opinion of the Grantee be necessary to give effect to the safe order and condition of the Tunnel structure and supporting infrastructure and in compliance with all relevant standards; and
- (b) to enter, stand, pass and repass either with or without vehicles, machines and other equipment to undertake works and exercise the rights of the Grantee under this Easement to maintain and protect the Tunnel Structure and provide services to the Servient Land, and
- (c) to break the surface of, dig, open up and use the Easement area for any of the above purposes.

**3. IT IS HEREBY COVENANTED TO AND AGREED BETWEEN THE GRANTOR AND GRANTEE THAT:**

- (1) The Grantee is responsible for the maintenance of the Tunnel Structure installed by the Grantee as defined in Item 1(e) herein.
- (2) Except in case of an emergency, the Grantee must first obtain permission before entering upon the Easement area to undertake maintenance work and other works ancillary to the safe order and condition of the Tunnel Structure from The Corporation of the City of Adelaide. Application is to be made to: <https://customer.cityofadelaide.com.au/forms/city-works-application/works>.

- (3) All works undertaken for maintenance purposes by the Grantee in exercising the rights under this Easement grant must be undertaken in accordance with the Grantor's and/or Custodian's and/or Department for Infrastructure and Transport's specifications and must be completed in accordance with good engineering practice and compliance with any applicable Australian industry standards.
- (4) The Grantee must give reasonable written notice to the Grantor &/or The Corporation of the City of Adelaide the Custodian of the Servient Land (except in the case of an emergency situation) and obtain permission to exercise its rights under the Easement grant.
- (5) Except when exercising its rights under this Easement grant, the Grantee must not cause damage to the Easement area land or the Servient Land. The Grantee is responsible for liability in relation to any works undertaken by the Grantee.
- (6) The Grantee must at its own cost and as soon as is reasonably practicable make good any damage caused by the Grantee to the Easement area land or the Servient Land (including any improvements thereon) during the exercise of its rights under Item 2.
- (7) The Grantor must not cause damage to the Tunnel Structure located on under or adjoining the Servient Land and must promptly notify the Grantee if it causes such damage. Where the Grantor causes damage to any of the Tunnel Structure then the Grantor at its own cost and after obtaining consent from the Grantee and/or relevant Authorities must make good any such damage forthwith in an emergency situation, within 30 days in a non-emergency situation or such further period as agreed to by the Grantee. If the Grantor fails to act in a reasonable time the Grantor shall reimburse the Grantee's reasonable costs incurred in making good any such damage to the Tunnel Structure.
- (8) The Grantee:
  - (a) enters the Easement area and exercises its rights under Clause 2 herein at its own risk and releases the Grantor from all loss, damage, cost, injury or liability suffered or incurred by the Grantee for which the Grantor is or may be or becomes liable in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is contributed to by the Grantor); and
  - (b) indemnifies and keeps indemnified the Grantor in respect of any loss, damage, cost, injury or liability for which the Grantor is or may be or become liable in respect of or arising from any act, omission, neglect, breach or default by the Grantee in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is caused by the default or negligence of the Grantor).

**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 E to INSTRUMENT** dated

**NUMBER**

**DEALING: INSTRUMENT TO CHANGE THE STATUS OF LAND AND TO VEST EASEMENT RIGHTS**  
(Pursuant to s 16(4) of the *Adelaide Park Lands Act 2005*)

Easement F is vested in the Minister for Infrastructure and Transport subject to the following Covenants

**EASEMENT “F” FOR ACCESS PURPOSES**

**THE GRANTOR HEREBY GRANTS TO THE GRANTEE AN EASEMENT IN GROSS (under Section 41A of the Law of Property Act 1936) OVER PORTION OF ALLOTMENT 53 MARKED “F” ON D121055**

**1. DEFINITIONS;** In this document

- a) **Easement area** means those portions of Allotments 53 marked F on D121055.
- b) **Grantee** means the proprietor or proprietors of the Easement in Gross from time to time taking or deriving title under or through this instrument, and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- c) **Grantor** means the proprietor or proprietors including Custodians from time to time of the Servient Land and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- d) **Servient Land** means Allotment 53 on D121055 portion or portions of which are subject to the rights granted hereunder.
- e) **Northern Pod** means a hut installation on the land marked H on D121055 with attached external and internal infrastructure and equipment and a purpose-built internal staircase down to the underground Tunnel Infrastructure to provide access for maintenance works &/or evacuation of Personnel and Passengers in an emergency situation
- f) **Southern Pod** means a hut installation on the land marked G on D121055 with attached external and internal infrastructure and equipment for maintenance and emergency (including fire) use purposes to ensure the safe use, operation and protection of the Tunnel Infrastructure. The Pod incorporates a vertical shaft which acts as air intake for the tunnel’s ventilation fans and with its removable roof provides access to and for the inspection, maintenance, removal and replacement of large equipment to, into and from the Tunnel Infrastructure.
- g) **Tunnel Infrastructure** means the surface area of the Roof of the purpose-built Tunnel Structure, Tunnel Services Building and any ancillary infrastructure built above under along across and within the land comprised in Allotment 51 and adjoining land comprised in Allotments 52 & 53 in D121055

**2. EASEMENT**

The Grantor hereby grants to the Grantee the right and liberty for the Grantee and its Authorised users (including Emergency Services) from time to time and at all times to enter the Servient Land to pass and repass in through over along and across to the Easement Area marked “F” on D121055 with or without vehicles laden or unladen and equipment to stand and access the surface area around both Northern Pod and Southern Pod installations, the ancillary infrastructure attached thereto, and the Tunnel Infrastructure for the purpose of undertaking maintenance works and/or in the case of an emergency, the evacuation of the Maintenance Personnel (including passengers) from the Tunnel.

**3. IT IS HEREBY COVENANTED TO AND AGREED BETWEEN THE GRANTOR AND GRANTEE THAT:**

- (1) Except in case of an emergency, the Grantee before exercising its rights under the Easement, must first obtain permission before entering upon the Easement area from The Corporation of the City of Adelaide. Application is to be made to: <https://customer.cityofadelaide.com.au/forms/city-works-application/>
- (2) The Grantee must give reasonable written notice to the Grantor &/or the Custodian of the Servient Land (except in the case of an emergency situation) and obtain permission to exercise its rights under the Easement grant.



- (3) The Grantor must not construct or erect any improvements or place any objects or do any such thing on the Easement area that may obstruct or impede the Grantee's rights in this Easement.
- (4) The Grantee in exercising its rights under the Easement, the Grantee must and must ensure that its Authorised users:
  - (a) cause as little inconvenience as practicable to the Grantor or any occupier and not obstruct the use of the Servient Land by any person; and
  - (b) cause as little damage as practicable to the Servient Land and any improvements on it.
- (5) The Grantee must at its own cost and as soon as is reasonably practicable make good any damage caused by the Grantee to the Easement area land or the Servient Land (including any improvements thereon) during the exercise of its rights under Item 2.
- (6) The Grantee:
  - (a) enters the Easement area and exercises its rights under Clause 2 herein at its own risk and releases the Grantor from all loss, damage, cost, injury or liability suffered or incurred by the Grantee for which the Grantor is or may be or becomes liable in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is contributed to by the Grantor); and
  - (b) indemnifies and keeps indemnified the Grantor in respect of any loss, damage, cost, injury or liability for which the Grantor is or may be or become liable in respect of or arising from any act, omission, neglect, breach or default by the Grantee in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is caused by the default or negligence of the Grantor).

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To be completed by lodging party

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**ANNEXURE F to INSTRUMENT** dated

**NUMBER**

**DEALING: INSTRUMENT TO CHANGE THE STATUS OF LAND AND TO VEST EASEMENT RIGHTS**  
(Pursuant to s 16(4) of the *Adelaide Park Lands Act 2005*)

Easement G is vested in the Minister for Infrastructure and Transport subject to the following Covenants

**EASEMENT "G" FOR MAINTENANCE PURPOSES**

**THE GRANTOR HEREBY GRANTS TO THE GRANTEE AN EASEMENT IN GROSS (under Section 41A of the Law of Property Act 1936) OVER PORTION OF ALLOTMENT 53 MARKED "G" ON D121055**

**1. DEFINITIONS;** In this document

- a) **Easement area** means those portions of Allotments 53 marked G on D121055.
- b) **Grantee** means the proprietor or proprietors of the Easement in Gross from time to time taking or deriving title under or through this instrument, and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- c) **Grantor** means the proprietor or proprietors including Custodians from time to time of the Servient Land and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- d) **Servient Land** means Allotment 53 on D121055 portion or portions of which are subject to the rights granted hereunder.
- e) **Southern Pod** means a hut installation on the land marked G on D121055 with attached external and internal infrastructure and equipment for maintenance and emergency (including fire) use purposes to ensure the safe use, operation and protection of the Tunnel Infrastructure. The Pod incorporates a vertical shaft which acts as air intake for the tunnel's ventilation fans and with its removable roof provides access to and for the inspection, maintenance, removal and replacement of large equipment to, into and from the Tunnel Infrastructure.
- f) **Tunnel Infrastructure** means the surface area of the Roof of the purpose-built Tunnel Structure, Tunnel Services Building and any ancillary infrastructure built above under along across and within the land comprised in Allotment 51 and adjoining land comprised in Allotments 52 & 53 in D121055

**2. EASEMENT**

Subject to the covenants set out in this Easement, the Grantor hereby grants to the Grantee and all others authorised by the Grantee a full free right and liberty of entry, egress and regress from time to time and at all times over the Servient Land to stand on the Easement area marked G in D121055 to:

- (a) enter, stand, pass and repass either with or without vehicles, (including cranes and other heavy vehicles if necessary) equipment, materials and machines on the Easement land to construct, inspect and undertake works to maintain, repair, remove, demolish, replace and renew any of the purpose built Southern Pod, supporting infrastructure and ancillary equipment as may in the opinion of the Grantee be necessary to give effect to the safe order and condition of the Southern Pod, internal and supporting infrastructure and in compliance with all relevant standards; and
- (b) to enter, stand, pass and repass either with or without vehicles, machines and other equipment to undertake works and exercise the rights of the Grantee under this Easement to maintain and protect the Southern Pod and internal infrastructure on the Servient Land; and
- (c) to break the surface of, dig, open up and use the Easement area for any of the above purposes.

**3. IT IS HEREBY COVENANTED TO AND AGREED BETWEEN THE GRANTOR AND GRANTEE THAT:**

- (1) Except in case of an emergency, the Grantee must first obtain permission before entering upon the Easement area to undertake maintenance work and other works ancillary to the safe order and condition of the Southern Pod from The Corporation of the City of Adelaide. Application is to be made to:  
<https://customer.cityofadelaide.com.au/forms/city-works-application/>
- (2) All works undertaken for maintenance purposes by the Grantee in exercising the rights under this Easement grant must be undertaken in accordance with the Grantor's and/or Custodian's and/or Department for Infrastructure and Transport's specifications and must be completed in accordance with good engineering practice and compliance with any applicable Australian industry standards.
- (3) The Grantee must give reasonable written notice to the Grantor &/or The Corporation of the City of Adelaide the Custodian of the Servient Land (except in the case of an emergency situation) and obtain permission to exercise its rights under the Easement grant.
- (4) Except when exercising its rights under this Easement grant, the Grantee must not cause damage to the Easement area land or the Servient Land. The Grantee is responsible for liability in relation to any works undertaken by the Grantee.
- (5) The Grantee must at its own cost and as soon as is reasonably practicable make good any damage caused by the Grantee to the Easement area land or the Servient Land (including any improvements thereon) during the exercise of its rights under Item 2.
- (6) Any maintenance and repair works to or any removal or replacement of the Southern Pod must be approved by the Council (which will not be unreasonably withheld provided it complied with Council's reasonable guidelines/policies for the construction of improvements in the Park Lands (as reasonably amended from time to time)
- (7) The Grantor must not cause damage to the Southern Pod located on under or adjoining the Servient Land and must promptly notify the Grantee if it causes such damage. Where the Grantor causes damage to any of the Pod Installation then the Grantor at its own cost and after obtaining consent from the Grantee and/or relevant Authorities must make good any such damage forthwith in an emergency situation, within 30 days in a non-emergency situation or such further period as agreed to by the Grantee. If the Grantor fails to act in a reasonable time the Grantor shall reimburse the Grantee's reasonable costs incurred in making good any such damage to the Southern Pod.
- (8) The Grantee:
  - (a) enters the Easement area and exercises its rights under Clause 2 herein at its own risk and releases the Grantor from all loss, damage, cost, injury or liability suffered or incurred by the Grantee for which the Grantor is or may be or becomes liable in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is contributed to by the Grantor); and
  - (b) indemnifies and keeps indemnified the Grantor in respect of any loss, damage, cost, injury or liability for which the Grantor is or may be or become liable in respect of or arising from any act, omission, neglect, breach or default by the Grantee in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is caused by the default or negligence of the Grantor).

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To be completed by lodging party

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**ANNEXURE G to INSTRUMENT** dated

**NUMBER**

**DEALING: INSTRUMENT TO CHANGE THE STATUS OF LAND AND TO VEST EASEMENT RIGHTS**  
(Pursuant to s 16(4) of the *Adelaide Park Lands Act 2005*)

Easement H is vested in the Minister for Infrastructure and Transport subject to the following Covenants

**EASEMENT "H" FOR ACCESS PURPOSES**

**THE GRANTOR HEREBY GRANTS TO THE GRANTEE AN EASEMENT IN GROSS (under Section 41A of the Law of Property Act 1936) OVER PORTION OF ALLOTMENT 53 MARKED "H" ON D121055**

**1. DEFINITIONS;** In this document

- a) **Easement area** means those portions of Allotments 53 marked "H" on D121055.
- b) **Grantee** means the proprietor or proprietors of the Easement in Gross from time to time taking or deriving title under or through this instrument, and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- c) **Grantor** means the proprietor or proprietors including Custodians from time to time of the Servient Land and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- d) **Servient Land** means Allotment 53 on D121055 portion or portions of which are subject to the rights granted hereunder.
- e) **Northern Pod** means a hut installation on the land marked H on D121055 with attached external and internal infrastructure and equipment and a purpose-built internal staircase down to the underground Tunnel Infrastructure to provide access for maintenance works &/or evacuation of Personnel and Passengers in an emergency situation.
- f) **Tunnel Infrastructure** means the surface area of the Roof of the purpose-built Tunnel Structure, Tunnel Services Building and any ancillary infrastructure built above under along across and within the land comprised in Allotment 51 and adjoining land comprised in Allotments 52 & 53 in D121055

**2. EASEMENT**

The Grantor hereby grants to the Grantee the right and liberty for the Grantee and its Authorised users (including emergency services) from time to time and at all times to enter upon and to pass and repass in through over along and across the Servient Land to the Easement area marked "H" on D121055 and stand with or without vehicles laden or unladen and equipment to access and maintain the Northern Pod and internal staircase therein down to the underground Tunnel Infrastructure. The staircase will be used by the Grantee to access the Tunnel Infrastructure to undertake inspections and maintenance works of infrastructure and/or access to and from by emergency services in the evacuation of personnel (including passengers) in an emergency situation.

**3. IT IS HEREBY COVENANTED TO AND AGREED BETWEEN THE GRANTOR AND GRANTEE THAT:**

- (1) Except in case of an emergency, the Grantee before exercising its rights under the Easement, must first obtain permission before entering upon the Servient land to access the Easement area from The Corporation of the City of Adelaide. Application is to be made to: <https://customer.cityofadelaide.com.au/forms/city-works-application/>
- (2) The Grantee must give reasonable written notice to the Grantor &/or the Custodian of the Servient Land (except in the case of an emergency situation) and obtain permission to exercise its rights under the Easement grant.
- (3) The Grantor must not construct or erect any improvements or place any objects or do any such thing on the Easement area that may obstruct or impede the Grantee's rights in this Easement.

- (4) The Grantee in exercising its rights under the Easement, the Grantee must ensure that its Authorised users:
  - (a) cause as little inconvenience as practicable to the Grantor or any occupier and not obstruct the use of the Servient Land by any person; and
  - (b) cause as little damage as practicable to the Servient Land and any improvements on it.
- (5) The Grantee must at its own cost and as soon as is reasonably practicable make good any damage caused by the Grantee to the Easement area land or the Servient Land (including any improvements thereon) during the exercise of its rights under Item 2.
- (6) Any maintenance and repair works to or any removal or replacement of the Northern Pod must be approved by the Council (which will not be unreasonably withheld provided it complied with Council's reasonable guidelines/policies for the construction of improvements in the Park Lands (as reasonably amended from time to time))
- (7) The Grantor must not cause damage to the Northern Pod located on under or adjoining the Servient Land and must promptly notify the Grantee if it causes such damage. Where the Grantor causes damage to any of the Pod Installation then the Grantor at its own cost and after obtaining consent from the Grantee and/or relevant Authorities must make good any such damage forthwith in an emergency situation, within 30 days in a non-emergency situation or such further period as agreed to by the Grantee. If the Grantor fails to act in a reasonable time the Grantor shall reimburse the Grantee's reasonable costs incurred in making good any such damage to the Northern Pod.
- (8) The Grantee:
  - (a) enters the Easement area and exercises its rights under Clause 2 herein at its own risk and releases the Grantor from all loss, damage, cost, injury or liability suffered or incurred by the Grantee for which the Grantor is or may be or becomes liable in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is contributed to by the Grantor); and
  - (b) indemnifies and keeps indemnified the Grantor in respect of any loss, damage, cost, injury or liability for which the Grantor is or may be or become liable in respect of or arising from any act, omission, neglect, breach or default by the Grantee in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is caused by the default or negligence of the Grantor).

**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 H to INSTRUMENT** dated

**NUMBER**

**DEALING: INSTRUMENT TO CHANGE THE STATUS OF LAND AND TO VEST EASEMENT RIGHTS**  
(Pursuant to s 16(4) of the *Adelaide Park Lands Act 2005*)

Easement K is vested in the Distribution Lessor Corporation (Subject to Lease 8890000) subject to the following Covenants

**EASEMENT "K" FOR ELECTRICITY SUPPLY PURPOSES**

**THE GRANTOR HEREBY GRANTS TO THE GRANTEE AN EASEMENT IN GROSS (under Section 41A of the Law of Property Act 1936) OVER PORTION OF ALLOTMENT 53 MARKED "K" ON D121055**

**1. DEFINITIONS;** In this document

- a) **Easement area** means those portions of Allotments 53 marked "K" on D121055.
- b) **Grantee** means the proprietor or proprietors of the Easement in Gross from time to time taking or deriving title under or through this instrument, and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- c) **Grantor** means the proprietor or proprietors including Custodians from time to time of the Servient Land and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- d) **Servient Land** means Allotment 53 on D121055 portion or portions of which are subject to the rights granted hereunder.

**2. EASEMENT**

The Grantor hereby grants to the Grantee subject to the covenants set out in this Easement an Easement for Electricity supply purposes over the Easement area, entitling the Grantee at any time –

- a) to enter upon and to pass either with or without motor vehicles or other vehicles along or over the land; and
- b) to construct and lay—
  - i. on or under the surface of the land ducts, pipes, conductors, cables, wires and other works; and
  - ii. on the surface of the land incidental or ancillary works for the transmission of electricity (including, without limiting the generality of the foregoing, manholes and cable markers); and
- c) to suspend above the surface of the land conductors, cables, wires and other equipment and to construct supporting and other works incidental or ancillary to that purpose; and
- d) without limiting the generality of any other right, to erect on any portion of the land designated "K" in the plan to a height not exceeding four metres or such other height as may be shown in the plan from the surface of the land, equipment for transforming electricity and incidental or ancillary works (including, without limiting the generality of the foregoing, such walls or other structures as the electricity entity considers necessary); and
- e) from time to time to break the surface of, dig, open up and use the land for any of the purposes referred to in this subsection; and
- f) to inspect, repair, alter, remove and replace any works referred to in this subsection; and
- g) to transmit electricity by means of any such works.

**3. IT IS HEREBY COVENANTED TO AND AGREED BETWEEN THE GRANTOR AND GRANTEE THAT:**

- (1) Except in case of an emergency, the Grantee before exercising its rights under the Easement, must first obtain permission before entering upon the Servient land to access the Easement area from The Corporation of the City of Adelaide. Application is to be made to: <https://customer.cityofadelaide.com.au/forms/city-works-application/>
- (2) The Grantee must give reasonable written notice to the Grantor &/or the Custodian of the Servient Land (except in the case of an emergency situation) and obtain permission to exercise its rights under the Easement grant.
- (3) The Grantor must not construct or erect any improvements or place any objects or do any such thing on the Easement area that may obstruct or impede the Grantee's rights in this Easement.
- (4) The Grantee in exercising its rights under the Easement, the Grantee must ensure that its Authorised users:
  - (a) cause as little inconvenience as practicable to the Grantor or any occupier and not obstruct the use of the Servient Land by any person; and
  - (b) cause as little damage as practicable to the Servient Land and any improvements on it.
- (5) The Grantee must at its own cost and as soon as is reasonably practicable make good any damage caused by the Grantee to the Easement area land or the Servient Land (including any improvements thereon) during the exercise of its rights under Item 2.
- (6) The Grantee:
  - (a) enters the Easement area and exercises its rights under Clause 2 herein at its own risk and releases the Grantor from all loss, damage, cost, injury or liability suffered or incurred by the Grantee for which the Grantor is or may be or becomes liable in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is contributed to by the Grantor); and
  - (b) indemnifies and keeps indemnified the Grantor in respect of any loss, damage, cost, injury or liability for which the Grantor is or may be or become liable in respect of or arising from any act, omission, neglect, breach or default by the Grantee in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is caused by the default or negligence of the Grantor).

**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 I to INSTRUMENT** dated

**NUMBER**

**DEALING: INSTRUMENT TO CHANGE THE STATUS OF LAND AND TO VEST EASEMENT RIGHTS**  
(Pursuant to s 16(4) of the *Adelaide Park Lands Act 2005*)

Easement R is vested in the Minister for Infrastructure and Transport subject to the following Covenants

**EASEMENT "R" FOR ACCESS PURPOSES**

**THE GRANTOR HEREBY GRANTS TO THE GRANTEE AN EASEMENT IN GROSS (under Section 41A of the Law of Property Act 1936) OVER PORTION OF ALLOTMENTS 55,56 & 57 MARKED "R" ON D121055**

**1. DEFINITIONS;** In this document

- a) **Easement area** means those portions of Allotments 55, 56 & 57 marked "R" on D121055.
- b) **Grantee** means the proprietor or proprietors of the Easement in Gross from time to time taking or deriving title under or through this instrument, and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- c) **Grantor** means the proprietor or proprietors including Custodians from time to time of the Servient Land and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- d) **Servient Land** means Allotment 55, 56 & 57 on D121055 portion or portions of which are subject to the rights granted hereunder.
- e) **Bridge Structure** means the purpose-built Bridge Structure and any structural support infrastructure inclusive of the supporting compacted soil surrounding the abutments and piers of the bridge and to prevent scour protection for the Bridge constructed over the River Torrens and thereon across, over, under and within the Servient Land. The Bridge infrastructure includes but is not limited to headwalls, parapets, supporting structures, apparatus and conductors, piers, footings, pipes, cables, railings, ramp embankments, compacted soil and other supporting infrastructure for the Bridge Structure and other existing Utility Services infrastructure and Trunk Water Main pipework attached thereto under licence by the Grantee to any approved Licensee.
- f) **Path** is a purpose-built pathway over along and across the Bridge Structure built over the River Torrens for access use by the Grantee and its Authorised Users including the general Public for Pedestrians on foot (and/or with mobility scooters, wheelchairs, guide dogs or other disabled access aids) and cyclists.

**2. EASEMENT**

Subject to the covenants set out in this Easement, the Grantor hereby grants to the Grantee a full free right and liberty of entry, egress and regress from time to time and at all times hereafter to:

- (a) First, the Grantee and its Authorised Users (including but not limited to the general Public at large) to pass and repass on foot (and/or with mobility scooters, wheelchairs, guide dogs or other disabled access aids) and/or by bicycle along the Path comprised within the Easement area and over across the Bridge Structure that provides access over the River Torrens and installed on the Servient Land; and
- (b) Secondly, the Grantee and its Authorised Contractors to access, stand, pass and repass with or without vehicles and equipment through over, along across and under the Bridge Structure on the Servient land to inspect, alter, maintain, repair and replace the Path and Bridge Structure and other support infrastructure installed on or in the Easement area and other works as may in the opinion of the Grantee be necessary to give effect to the safe order and condition of the Path, the Bridge Structure and supporting infrastructure and in compliance with all relevant standards and
- (c) to break the surface of, dig, open up and use the Easement area for any of the above purposes; and



- (d) to access the Easement area to undertake works to maintain, repair, operate, renew, remove and replace the ramp embankments including the supporting compacted soil surrounding the abutments and piers of the Bridge and supporting infrastructure, the Bridge Structure and other works across over under and within the Servient Land.

**3. IT IS HEREBY COVENANTED TO AND AGREED BETWEEN THE GRANTOR AND GRANTEE THAT:**

The Bridge Structure and Path spans over Crown Land identified as Allotments 55, 56 & 57 in D121055 (the "Servient Land") whereby Allotment 55 is under the care, control and management of The Board of the Botanic Gardens and State Herbarium (as successor to Governors of the Botanic Garden) (as Custodian) and Allotments 56 & 57 are under the care, control and management of The Corporation of the City of Adelaide (as Custodian).

The Grantee the Minister for Infrastructure and Transport acknowledges and agrees the Bridge Structure is to remain owned by, at the risk of and the responsibility of the Minister for Infrastructure and Transport (the "Grantee").

Located on and attached to the Bridge Structure are several utility services infrastructure and a Trunk Water Main. Each Utility Service Provider's respective infrastructure will remain owned by, at the risk of and the responsibility of the respective Utility Services Provider. The Trunk Water Main will remain owned by, at the risk of and the responsibility of the South Australian Water Corporation.

- (1) Except in case of an emergency, the Grantee before entering upon the Easement area to undertake an activity under Item 2 of this Instrument must:
- a) First before undertaking work on the Bridge Structure including works that disturb the surrounding soil underneath the abutments and piers of the Bridge, the Department for Infrastructure and Transport (DIT) must be notified, and permission granted. Application to: <http://www.sa.gov.au/topics/driving-and-transport/transport-industry-services/getting-permission-to-carry-out-roadworks>
  - b) If works are required on the northern bank of the River Torrens, and/or on either side of the River Torrens embankments underneath the Bridge Structure as comprised in Allotments 56 & 57, The Corporation of the City of Adelaide must be notified, and permission granted. Contact &/or make Application to: <https://customer.cityofadelaide.com.au/forms/city-works-application/>
  - c) If works are required on the southern bank of the River Torrens as comprised in Allotment 55, the Adelaide Botanic Gardens must be notified, and permission granted. Contact or apply to: Telephone (+61 8) 8222 9311 or email: [botanicgardens@sa.gov.au](mailto:botanicgardens@sa.gov.au)
- (2) Before entering the Easement area to undertake any works, the Grantee must give reasonable written notice to the Grantor &/or the Parties as set out in Item 3(1) (except in the case of an emergency situation) and obtain permission to exercise its rights under the Easement Grant.
- (3) Should the Path and Bridge Structure be rendered inaccessible due to the physical construction of services by the Grantee and/or by any other reasonable cause, then the Grantee must provide at its cost an alternative access area for temporary use by the Grantor and the Grantee (including for Public access) for the period reasonably required for the purpose of maintenance and repairs to the Easement Land.
- (4) Except when exercising its rights under Item 2 in this Instrument, the Grantee must not cause damage to the Easement area land or the Servient Land.
- (5) The Grantee must at its own cost and as soon as is reasonably practicable make good any damage caused by the Grantee to the Easement area land or the Servient Land (including any improvements hereon) during the exercise of its rights under Item 2.
- (6) The Grantor must not construct or erect any improvements or place any objects or do any such thing on the Easement area that may obstruct or impede the Grantee's rights in this Easement.
- (7) The Grantor must not cause damage to the Path & Bridge Structure and supporting infrastructure (improvements) located on the Servient Land and must promptly notify the Grantee if it causes such damage. Where the Grantor causes damage to any of the improvements then the Grantor at its own cost and after obtaining consent from the Grantee and/or relevant Authorities as stated in clause 3 (1) therein, must make good any such damage forthwith in an emergency situation, within 30 days in a non-emergency situation or such further period as agreed to by the Grantee. If the Grantor fails to act in a reasonable time the Grantor shall reimburse the Grantee's reasonable costs incurred in making good any such damage to the improvements.

(8) The Grantee:

- a) enters the Easement area and exercises its rights under Clause 2 herein at its own risk and releases the Grantor from all loss, damage, cost, injury or liability suffered or incurred by the Grantee for which the Grantor is or may be or becomes liable in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is contributed to by the Grantor); and
- b) indemnifies and keeps indemnified the Grantor in respect of any loss, damage, cost, injury or liability for which the Grantor is or may be or become liable in respect of or arising from any act, omission, neglect, breach or default by the Grantee in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is caused by the default or negligence of the Grantor).

**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 J to INSTRUMENT** dated

**NUMBER**

**DEALING: INSTRUMENT TO CHANGE THE STATUS OF LAND AND TO VEST EASEMENT RIGHTS**  
(Pursuant to s 16(4) of the *Adelaide Park Lands Act 2005*)

Easement J is vested in the Minister for Infrastructure and Transport subject to the following Covenants

**EASEMENT "J" FOR THE TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE**

**THE GRANTOR HEREBY GRANTS TO THE GRANTEE AN EASEMENT IN GROSS (under Section 41A of the Law of Property Act 1936) OVER PORTION OF ALLOTMENT 53 MARKED "J" ON D121055**

**1. DEFINITIONS;** In this document

- a) **Easement area** means those portions of Allotments 53 marked "J" on D121055.
- b) **Grantee** means the proprietor or proprietors of the Easement in Gross from time to time taking or deriving title under or through this instrument, and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- c) **Grantor** means the proprietor or proprietors including Custodians from time to time of the Servient Land and includes its tenants, employees, agents, contractors, caretakers, workmen, visitors and invitees.
- d) **Servient Land** means Allotment 53 on D121055 portion or portions of which are subject to the rights granted hereunder.

**2. EASEMENT**

The Grantor hereby grants to the Grantee subject to the covenants set out in this Easement an Easement for the transmission of electricity by underground cable over the Easement area, entitling the Grantee at any time –

- a) to lay under the surface of the land (described for that purpose in this instrument) ducts, pipes and cables; and
- b) to inspect, alter, maintain, repair and replace those ducts, pipes and cables; and
- c) to use the cables for the purpose of transmitting electricity; and
- d) to break the surface of, dig, open up and use the land for any of those purposes; and
- e) to enter the land at any time (if necessary with vehicles and equipment) for any of those purposes.

**3. IT IS HEREBY COVENANTED TO AND AGREED BETWEEN THE GRANTOR AND GRANTEE THAT:**

- (1) The Grantee is responsible for the maintenance of all electricity infrastructure installed by the Grantee on above or under the surface of the Servient Land within the defined Easement area
- (2) Except in case of an emergency, the Grantee must first obtain permission before entering upon the Easement area to undertake work on the electricity infrastructure and other works ancillary to the safe order and condition of the infrastructure for the transmission of electricity by underground cable from The Corporation of the City of Adelaide. Application is to be made to:  
<https://customer.cityofadelaide.com.au/forms/city-works-application/>
- (3) All works undertaken for electricity purposes by the Grantee in exercising the rights under this Easement grant must be undertaken in accordance with the Grantor's and/or Custodian's and/or Department for Infrastructure and Transport's specifications and must be completed in accordance with good engineering practice and compliance with any applicable Australian industry standards.

- (4) The Grantee must give reasonable written notice to the Grantor &or the Custodian of the Servient Land and the Department for Infrastructure and Transport (except in the case of an emergency situation) and obtain permission to exercise its rights under the Easement Grant.
- (5) Except when exercising its rights under this Easement grant, the Grantee must not cause damage to the Easement area land or the Servient Land. The Grantee is responsible for liability in relation to any works undertaken by the Grantee.
- (6) The Grantee must at its own cost and as soon as is reasonably practicable make good any damage caused by the Grantee to the Easement area land or the Servient Land (including any improvements thereon) during the exercise of its rights under Item 2 or a breach of Item 3(1-3).
- (7) The Grantor must not cause damage to the Electricity Infrastructure located on the Servient Land and must promptly notify the Grantee if it causes such damage. Where the Grantor causes damage to any of the Electricity Infrastructure then the Grantor at its own cost and after obtaining consent from the Grantee and/or relevant Authorities must make good any such damage forthwith in an emergency situation, within 30 days in a non-emergency situation or such further period as agreed to by the Grantee. If the Grantor fails to act in a reasonable time the Grantor shall reimburse the Grantee's reasonable costs incurred in making good any such damage to the Electricity Infrastructure.
- (8) The Grantee:
  - a) enters the Easement area and exercises its rights under Clause 2 herein at its own risk and releases the Grantor from all loss, damage, cost, injury or liability suffered or incurred by the Grantee for which the Grantor is or may be or becomes liable in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is contributed to by the Grantor); and
  - b) indemnifies and keeps indemnified the Grantor in respect of any loss, damage, cost, injury or liability for which the Grantor is or may be or become liable in respect of or arising from any act, omission, neglect, breach or default by the Grantee in connection with the grant of easement (except to the extent that such loss, damage, cost, injury or liability is caused by the default or negligence of the Grantor).

**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 K to INSTRUMENT** dated

**NUMBER**

**DEALING: INSTRUMENT TO CHANGE THE STATUS OF LAND AND TO VEST EASEMENT RIGHTS**  
(Pursuant to s 16(4) of the *Adelaide Park Lands Act 2005*)

**EXECUTED BY THE CUSTODIAN OF A DOMINANT AND SERVICIENT TENEMENT**

**THE CORPORATION OF THE CITY OF ADELAIDE** of GPO Box 2252 Adelaide SA 5001

Acknowledges as Custodian of a Dominant tenement the Vesting of an Easement in Gross for Drainage Purposes over "C" on D121055; and

Hereby acknowledges as Custodian of a Servient tenement the Vesting of an Easement(s) in Gross for

- Infrastructure purposes over that portion of the land marked "B" on D121055 to the Minister for Transport and Infrastructure
- Drainage Purposes over portion of the land marked "D" on D121055 to the Minister for Infrastructure and Transport
- Maintenance purposes over the land marked "E" on D121055 to Minister for Infrastructure and Transport
- Right of Way for Access purposes over that portion of land marked "F" on D121055 to the Minister for Infrastructure and Transport
- Maintenance Purposes over that portion of land marked "G" on D121055 to Minister for Infrastructure and Transport
- Access purposes over that portion of land marked "H" on D121055 to Minister for Infrastructure and Transport
- Easement for electricity supply purposes over portion of the land marked "K" on D121055 to Distribution Lessor Corporation (subject to Lease no.8890000)
- Easement for the transmission of electricity by underground cable over portion of the land marked "J" on D121055 to Minister for Infrastructure and Transport

AND Further accepts and agrees to comply with the Covenants for the Easements as set out in this Instrument

DATED this                                day of    2023

**The COMMON SEAL of  
THE CORPORATION OF THE CITY OF ADELAIDE  
was hereunto affixed in the presence of:**

.....  
Signature of LORD MAYOR

.....  
Print Full Names (BLOCK LETTERS)

.....  
Signature of CHIEF EXECUTIVE OFFICER

.....  
Print Full Names (BLOCK LETTERS)

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To be completed by lodging party

Office Use Only

**ANNEXURE L to INSTRUMENT** dated

**NUMBER**

**DEALING: INSTRUMENT TO CHANGE THE STATUS OF LAND AND TO VEST EASEMENT RIGHTS**  
(Pursuant to s 16(4) of the *Adelaide Park Lands Act 2005*)

**EXECUTED BY THE CUSTODIAN OF A DOMINANT AND SERVIENT TENEMENT**

**MINISTER FOR INFRASTRUCTURE AND TRANSPORT** of Adelaide SA 5000

Acknowledges as Custodian of a Dominant tenement the Vesting of an Easement(s) in Gross for:

- Infrastructure purposes over that portion of the land marked "B" on D121055;
- Drainage Purposes over portion of the land marked "D" on D121055;
- Maintenance purposes over the land marked "E" on D121055;
- Right of Way for Access purposes over that portion of land marked "F" on D121055;
- Maintenance Purposes over that portion of land marked "G" on D121055;
- Access purposes over that portion of land marked "H" on D121055;
- Access purposes over portion of the land marked "R" on D121055;
- Transmission of electricity by underground cable over portion of the land marked "J" on D121055; and

Hereby acknowledges as Custodian of a Servient tenement the Vesting of an Easement(s) in Gross for

- Drainage Purposes over the land marked C in D121055 to The Corporation of the City of Adelaide

AND Further accepts and agrees to comply with the Covenants for the Easements as set out in this Instrument

DATED this                                  day of    2023

**The COMMON SEAL of the  
MINISTER FOR INFRASTRUCTURE AND TRANSPORT  
was hereunto affixed by the authority of the  
Minister and in the presence of:**

.....  
Signature of WITNESS

.....  
Print Full Name of Witness

.....  
Position Held:

.....  
Address of Witness

Business Hours Telephone No. ....

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To be completed by lodging party

Office Use Only

**ANNEXURE M to INSTRUMENT** dated

**NUMBER**

**DEALING: INSTRUMENT TO CHANGE THE STATUS OF LAND AND TO VEST EASEMENT RIGHTS**  
(Pursuant to s 16(4) of the *Adelaide Park Lands Act 2005*)

**EXECUTED BY THE CUSTODIAN OF A SERVIENT TENEMENT**

**THE BOARD OF THE BOTANIC GARDENS AND STATE HERBARIUM** as successor to GOVERNORS OF THE BOTANIC GARDEN of Adelaide SA 5000

Hereby acknowledges as Custodian of a Servient tenement the Vesting of an Easement(s) in Gross for

- Infrastructure purposes over that portion of the land marked "B" on D121055 to the Minister for Infrastructure and Transport
- Access purposes over that portion of the land marked "R" on D121055 to the Minister for Infrastructure and Transport

AND Further accepts and agrees to comply with the Covenants for the Easements as set out in this Instrument

DATED this                                  day of                                  2023

The **COMMON SEAL** of  
**THE BOARD OF THE BOTANIC GARDENS AND STATE HERBARIUM**  
was hereunto affixed by the authority of the  
Board in the presence of:

.....  
Signature of Presiding Member

.....  
Print Full Name of Presiding Member

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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.

To be completed by lodging party

Office Use Only

**ANNEXURE N to INSTRUMENT** dated

**NUMBER**

**DEALING: INSTRUMENT TO CHANGE THE STATUS OF LAND AND TO VEST EASEMENT RIGHTS**  
(Pursuant to s 16(4) of the *Adelaide Park Lands Act 2005*)

**EXECUTED BY THE CUSTODIAN OF A DOMINANT TENEMENT**

**DISTRIBUTION LESSOR CORPORATION** (subject to Lease no.8890000) of 1 Anzac Highway Keswick SA 5035

Acknowledges as Custodian of a Dominant tenement the Vesting of an Easement in Gross for Electricity Supply Purposes over "K" on D121055

AND Further accepts and agrees to comply with the Covenants for the Easements as set out in this Instrument

DATED this                                      day of                                      2023

**DISTRIBUTION LESSOR CORPORATION Execution – over page**

DISTRIBUTION LESSOR CORPORATION of 1 Anzac Highway Keswick SA 5035 accepts the Grant of Easement and applies under Section 31 of the Electricity Corporations (Restructuring & Disposal) Act 1999 for Lease 8890000 to be registered over the within easement/s marked K(T/F) and CKI UTILITIES DEVELOPMENT LIMITED ABN 65 090 718 880 and PAI UTILITIES DEVELOPMENT LIMITED ABN 82 090 718 951 each incorporated in The Bahamas and SPARK INFRASTRUCTURE SA (No.1) PTY LTD ABN 54 091 142 380 SPARK INFRASTRUCTURE SA (No.2) PTY LTD ABN 19 091 143 038 and SPARK INFRASTRUCTURE SA (No.3) PTY LTD ABN 50 091 142 362 each incorporated in Australia all of 1 Anzac Highway Keswick SA 5035 ("SAPN Lessees") as the lessees pursuant to Lease no. 8890000 CONSENT to the within application

SIGNED in my presence by )  
DISTRIBUTION LESSOR CORPORATION )  
by its attorneys pursuant to Power of Attorney No. )  
8895055 AND by the Attorneys of each of the )  
SAPN Lessees )  
CKI UTILITIES DEVELOPMENT LIMITED )  
ABN 65 090 718 880 Pursuant to )  
Power of Attorney No. 8857195 )  
PAI UTILITIES DEVELOPMENT LIMITED )  
ABN 82 090 718 951 Pursuant to )  
Power of Attorney No. 8857196 )  
SPARK INFRASTRUCTURE SA (No.1) PTY LTD )  
ABN 54 091 142 380 Pursuant to )  
Power of Attorney No. 8857197 )  
SPARK INFRASTRUCTURE SA (No.2) PTY LTD )  
ABN 19 091 143 038 Pursuant to )  
Power of Attorney No. 8857199 )  
SPARK INFRASTRUCTURE SA (No.3) PTY LTD )  
ABN 50 091 142 362 )  
Pursuant to Power of Attorney No. 8857198 )  
)  
PATRICK JAMES MAKINSON )  
who certifies that he is the )  
COMPANY SECRETARY of )  
Utilities Management Pty Ltd ABN 25 090 664 878 )  
and )  
MICHELLE LOUISE PETERSON )  
who certifies that she is the )  
MANAGER PROPERTY SERVICES of )  
Utilities Management Pty Ltd ABN 25 090 664 878 )  
both of 1 Anzac Highway Keswick SA 5035 )  
who are personally known to me )

.....  
.....

Signature of Witness: .....  
Angela Jayne Clark  
1 Anzac Highway Keswick 5035  
ph: 8404 5897

# **Appendix C**

**Application on behalf of the Minister for Climate, Environment and Water for deposit of a plan of division (D121055) and issue of new certificates of title**

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

**APPLICATION FOR DEPOSIT OF A  
PLAN OF DIVISION AND ISSUE OF  
NEW CERTIFICATES OF TITLE**

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
--------------------	--

SERIES NO	PREFIX
	RTD

**AGENT CODE**

LODGED BY: **CROWN SOLICITOR'S OFFICE**      **CSOL 22**

CORRECTION TO: **CROWN SOLICITOR'S OFFICE**      **CSOL 22**

SUPPORTING DOCUMENTATION LODGED WITH APPLICATION  
(COPIES ONLY)

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

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

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

PICK UP NO.	
-------------	--

PLAN DEPOSITED
----------------

CORRECTION	PASSED
------------	--------

REGISTERED
REGISTRAR-GENERAL

# APPLICATION FOR DEPOSIT OF A PLAN OF DIVISION AND ISSUE OF NEW CERTIFICATES OF TITLE

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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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D. 121055

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## LAND DESCRIPTION

The whole of the land comprised in Crown Record Register Book Volume 6175 Folio 948, Volume 6175 Folio 947, Volume 6175 Folio 946, Volume 6170 Folio 713, Volume 6170 Folio 714, Volume 6170 Folio 712, Volume 5943 Folio 443, Volume 6043 Folio 262, Volume 5807 Folio 966, Volume 6175 Folio 949 and Volume 5756 Folio 652; and

Allotment 116 in Deposited Plan 81642 being portion of the land comprised in Crown Record Volume 6102 Folio 712; and

The whole of the land in Certificate of Title Volume 5559 Folio 809

---

**APPLICANT(S)** (Full name and address of all Registered Proprietors of land divided)

**MINISTER FOR CLIMATE, ENVIRONMENT AND WATER** of Adelaide SA 5000 on behalf of the CROWN

---

**THE APPLICANT HEREBY APPLIES FOR:-**

- (a) the deposit and registration of the plan of division to which this application relates; and
- (b) the issue of new Certificates of Title for each of the allotments delineated in the said plan in the following manner.

**INSTRUCTIONS:**

Please deposit the accompanying plan numbered D121055 note and issue the following:

(by reason of the deposit of an instrument dated / / 2023 in the GRO as numbered /2023 the easements have vested and are subject to the covenants set out therein pursuant to Section 16(4) of the *Adelaide Park Lands Act 2005*)

- 1) Pursuant to Section 3 of the Roads (Opening & Closing) Act 1991, portion of Closed Road lettered A & B on PP 15/0034 will merge and vest with adjoining Park Lands and portion of Park Lands will be opened as Road as numbered 1, 2, 3, 4 & 5 on PP 15/0034 and vest as Public Roads as set out on the accompanying plan as evidenced by Road Process Order dated 2 September 2021.
- 2) A new Certificate of Title for an Easement in Gross to issue in the name of Distribution Lessor Corporation (Lease 8890000) of 1 Anzac Highway Keswick SA 5035 over portion of Allotment 53 marked P as set out in DP 121055 (as varied from the position marked M in Certificate of Title Volume 5559 Folio 809).
- 3) Easement in Gross Certificate of Title to issue in the name of the Minister for Infrastructure and Transport of Adelaide SA 5000 over that portion of Allotment 50.52.53.54.55.56.57 marked B as set out in DP 121055
- 4) Easement in Gross Certificate of Title to issue in the name of The Corporation of the City of Adelaide of GPO Box 2252 Adelaide SA 5001 over that portion of Allotment 51 marked C as set out in DP 121055
- 5) Easement in Gross Certificate of Title to issue in the name of the Minister for Infrastructure and Transport of Adelaide SA 5000 over that portion of Allotment 52 marked D as set out in DP 121055
- 6) Easement in Gross Certificate of Title to issue in the name of the Minister for Infrastructure and Transport of Adelaide SA 5000 over that portion of Allotment 52.53 marked E as set out in DP 121055
- 7) Easement in Gross Certificate of Title to issue in the name of the Minister for Infrastructure and Transport of Adelaide SA 5000 over that portion of Allotment 53 marked F as set out in DP 121055
- 8) Easement in Gross Certificate of Title to issue in the name of the Minister for Infrastructure and Transport of Adelaide SA 5000 over that portion of Allotment 53 marked G as set out in DP 121055
- 9) Easement in Gross Certificate of Title to issue in the name of the Minister for Infrastructure and Transport of Adelaide SA 5000 over that portion of Allotment 53 marked H as set out in DP 121055
- 10) Easement in Gross Certificate(s) of Title to issue in the name of Distribution Lessor Corporation (Lease 8890000) of 1 Anzac Highway Keswick SA 5035 over that portion of Allotment 53 marked K
- 11) Easement in Gross Certificate of Title to issue in the name of the Minister for Infrastructure and Transport of Adelaide SA 5000 over that portion of Allotment 55.56.57 marked R as set out in DP 121055
- 12) Easement in Gross Certificate of Title to issue in the name of the Minister for Infrastructure and Transport of Adelaide SA 5000 over that portion of Allotment 53 marked J as set out in DP 121055.
- 13) New Crown Records to issue for the following:



PARCEL NO.	CUSTODIAN	PURPOSE
<p>Allotment 50 in D121055 in the Hundred of Adelaide in the Area named Adelaide</p>	<p>The Corporation of the City of Adelaide of GPO Box 2252 Adelaide SA 5001</p> <p><i>Subject to free and unrestricted right of way over land marked A on D112873 &amp; Subject to Easement for Infrastructure purposes over land marked B on D121055 to Minister for Infrastructure and Transport</i></p> <p><i>OL022555 Annual licence to Electranet Pty Ltd (A C N 094 482 416) for commercial or industrial purposes commencing on 30/06/2003 and expiring on 29/06/2019</i></p>	<p>Parkland Purposes</p>
<p>Allotment 51 in D121055 in the Hundred of Adelaide in the Area named Adelaide</p>	<p>Minister for Infrastructure and Transport of Adelaide SA 5000</p> <p><i>Subject to Easement for Drainage Purposes over the land marked C in D121055 to The Corporation of the City of Adelaide</i></p>	<p>Public Transport Purposes</p>
<p>Allotment 52 in D121055 in the Hundred of Adelaide in the Area named Adelaide</p>	<p>The Corporation of the City of Adelaide of GPO Box 2252 Adelaide SA 5001</p> <p><i>Subject to free and unrestricted right of way over land marked A on D112873 &amp; Subject to Easement for Infrastructure purposes over land marked B on D121055 to Minister for Infrastructure and Transport &amp; Subject to Easement for Drainage Purposes over portion of the land marked D on D121055 to the Minister for Infrastructure and Transport &amp; Subject to Easement for Maintenance Purposes over the land marked E on D121055 to the Minister for Infrastructure and Transport</i></p> <p><i>OLO 22555 Annual licence to Electranet Pty Ltd (A C N 094 482 416) for commercial or industrial purposes commencing on 30/06/2003 and expiring on 29/06/2019</i></p>	<p>Parkland Purposes</p>

**Continued over**

PARCEL NO.	CUSTODIAN	PURPOSE
<p>Allotment 53 in D121055 in the Hundred of Adelaide in the area named Adelaide</p>	<p>The Corporation of the City of Adelaide of GPO Box 2252 Adelaide SA 5001</p> <p><i>Subject to Easement over the land marked N on D111680 to Distribution Lessor Corporation (subject to Lease 8890000) &amp;</i></p> <p><i>Subject to Easement over the land marked P on D121055 to Distribution Lessor Corporation (subject to Lease 8890000) &amp;</i></p> <p><i>Subject to Easement for Infrastructure purposes over that portion of the land marked B on D121055 to the Minister for Infrastructure and Transport &amp;</i></p> <p><i>Subject to Easement for Maintenance purposes over the land marked E on D121055 to Minister for Infrastructure and Transport &amp;</i></p> <p><i>Subject to Right of Way for Access purposes over that portion of land marked F on D121055 to the Minister for Infrastructure and Transport &amp;</i></p> <p><i>Subject to Easement for Maintenance Purposes over that portion of land marked G on D121055 to Minister for Infrastructure and Transport &amp;</i></p> <p><i>Subject to Easement for Access purposes over that portion of land marked H on D121055 to Minister for Infrastructure and Transport &amp;</i></p> <p><i>Subject to Easement for electricity supply purposes over portion of the land marked K on D121055 to Distribution Lessor Corporation (subject to Lease no.8890000) &amp;</i></p> <p><i>Subject to Easement for the transmission of electricity by underground cable over portion of the land marked J on D121055 to Minister for Infrastructure and Transport</i></p>	<p>Parkland Purposes</p>

**Continued over**

PARCEL NO.	CUSTODIAN	PURPOSE
Allotment 54 in D121055 in the Hundred of Adelaide in the area named Adelaide	<p>The Board of the Botanic Gardens and State Herbarium (as successor to Governors of the Botanic Garden) of North Terrace Adelaide SA 5000</p> <p><i>Subject to Easement for Infrastructure purposes over that portion of the land marked B on D121055 to the Minister for Infrastructure and Transport</i></p>	Botanic Park and Garden purposes
Allotment 55 in D121055 in the Hundred of Adelaide in the area named Adelaide	<p>The Board of the Botanic Gardens and State Herbarium (as successor to Governors of the Botanic Garden) of North Terrace Adelaide SA 5000</p> <p><i>Subject to Easement over the land marked L on D121055 to Distribution Lessor Corporation (subject to Lease no.8890000) &amp;</i></p> <p><i>Subject to Easement for Infrastructure purposes over portion of the land marked B on D121055 to Minister for Infrastructure and Transport &amp;</i></p> <p><i>Subject to Easement for Access purposes over portion of the land marked R on D121055 to the Minister for Infrastructure and Transport</i></p>	Botanic Park and Garden purposes
Allotment 56 in D121055 in the Hundred of Adelaide and Yatala in the area named North Adelaide	<p>The Corporation of the City of Adelaide of GPO Box 2252 Adelaide SA 5001</p> <p><i>Subject to Easement for Infrastructure Purposes over portion of the land marked B on D121055 to the Minister for Infrastructure and Transport &amp;</i></p> <p><i>Subject to Easement for Access purposes over that portion of the land marked R on D121055 to the Minister for Infrastructure and Transport</i></p>	River purposes

**Continued over**

PARCEL NO.	CUSTODIAN	PURPOSE
<p>Allotment 57 in D121055 in the Hundreds of Adelaide and Yatala in the area named North Adelaide</p>	<p>The Corporation of the City of Adelaide of GPO Box 2252 Adelaide SA 5001</p> <p><i>Subject to Easement for Infrastructure Purposes over that portion marked B on D121055 to the Minister for Infrastructure and Transport &amp;</i></p> <p><i>Subject to Easement for Access purposes over that portion of land marked R on D121055 to the Minister for Infrastructure and Transport</i></p>	<p>Parkland Purposes</p>
<p>Allotments 114 and 115 in D81642 (balance land in CR 6102/712) in the Hundreds of Adelaide and Yatala in the area named North Adelaide</p>	<p>The Corporation of the City of Adelaide of GPO Box 2252 Adelaide SA 5001</p>	<p>Parkland Purposes</p>

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DATED.....

**EXECUTION BY APPLICANT(S)**

**PURSUANT TO THE *CROWN LAND MANAGEMENT ACT, 2009***

**THE COMMON SEAL of** )  
**MINISTER FOR CLIMATE,** )  
**ENVIRONMENT AND WATER** )  
was affixed hereto by authority )  
of the Minister in the presence of )

.....  
Signature of WITNESS

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

.....  
Position Held:

.....  
Address of Witness

.....  
Business Hours Telephone No .....

This plan does not contravene Section 131 of the  
Planning, Development and Infrastructure Act, 2016

.....  
Registered Conveyancer

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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.

To be completed by lodging party

Office Use Only

**ANNEXURE** to RTD dated  
over Crown Record Volume 6175/948 & Others

**NUMBER**

**DEALING: APPLICATION FOR DEPOSIT OF A PLAN OF DIVISION - D121055**  
**APPLICANT: MINISTER FOR CLIMATE, ENVIRONMENT AND WATER**

**EXECUTED BY CUSTODIAN**

**THE CORPORATION OF THE CITY OF ADELAIDE** of GPO Box 2252 Adelaide SA 5001 the Custodian, hereby concurs with and consents to the Application for the Deposit of a Plan of Division in respect of the land comprised in Crown Records Volume 6175 Folio 948, Volume 6170 Folio 714, Volume 5807 Folio 966, Volume 6175 Folio 947, Volume 6102 Folio 712, Volume 6170 Folio 712

DATED this                                      day of                                      2023

**The COMMON SEAL of**  
**THE CORPORATION OF THE CITY OF ADELAIDE**  
**was hereunto affixed in the presence of:**

.....  
Signature of LORD MAYOR

.....  
Print Full Names (BLOCK LETTERS)

.....  
Signature of CHIEF EXECUTIVE OFFICER

.....  
Print Full Names (BLOCK LETTERS)



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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.

To be completed by lodging party

Office Use Only

**ANNEXURE** to RTD dated  
over Crown Record Volume 6175/948 & Others

**NUMBER**

**DEALING: APPLICATION FOR DEPOSIT OF A PLAN OF DIVISION - D121055**  
**APPLICANT: MINISTER FOR CLIMATE, ENVIRONMENT AND WATER**

**EXECUTED BY CUSTODIAN**

**THE BOARD OF THE BOTANIC GARDENS AND STATE HERBARIUM as successor to GOVERNORS OF THE BOTANIC GARDEN** of Adelaide SA 5000 the Custodian, hereby consents to the Application for the Deposit of a Plan of Division in respect of the land comprised in Crown Records Volume 6043 Folio 262, Volume 5756 Folio 652 and Volume 5043 Folio 443

DATED this                                  day of                                  2023

The **COMMON SEAL** of the  
**BOARD OF THE BOTANIC GARDENS AND STATE HERBARIUM**  
was hereunto affixed by the authority of the  
Board in the presence of:

.....  
Signature of Presiding Member

.....  
Print Full Name of Presiding Member

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**CERTIFICATE OF CONSENT FOR THE DEPOSIT OF A PLAN OF DIVISION**

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

**DISTRIBUTION LESSOR CORPORATION** (subject to Lease no.8890000) of 1 Anzac Highway Keswick SA 5035

**NATURE OF ESTATE OR INTEREST HELD**

Accepts an easement for electricity supply purposes over K (subject to Lease no.8890000)

**STATEMENT OF EFFECT ON ESTATES OR INTERESTS OF CONSENTING PARTIES**

ESTATE / INTEREST AFFECTED	EFFECT ON ESTATE OR INTEREST HELD OR CLAIMED	CONSIDERATION / VALUE
Easement marked K	Vested in DISTRIBUTION LESSOR CORPORATION (Subject to Lease no.8890000)	NIL

\*strike through the inapplicable

\*\* insert relevant effect on estate or interest

I/We the consenting party

- (1) certify my/our consent to the deposit of the accompanying plan of division in the Lands Titles Registration Office.
- (2) acknowledge that the deposit of the plan will affect my/our estate or interest to the extent set out in the above Statement of Effect panel.

**EXECUTION BY CONSENTING PARTY**

DATED .....

**DISTRIBUTION LESSOR CORPORATION Execution - Refer attached Annexure “ “**

**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 RTD dated  
over Crown Record Volume 6175/948 & Others

**NUMBER**

**DEALING: APPLICATION FOR DEPOSIT OF A PLAN OF DIVISION - D121055**  
**APPLICANT: MINISTER FOR CLIMATE, ENVIRONMENT AND WATER**

DISTRIBUTION LESSOR CORPORATION of 1 Anzac Highway Keswick SA 5035 consents to the creation of easement K as set out on the accompanying plan and applies under Section 31 of the Electricity Corporations (Restructuring & Disposal) Act 1999 for Lease 8890000 to be registered over the within easement/s marked K and CKI UTILITIES DEVELOPMENT LIMITED ABN 65 090 718 880 and PAI UTILITIES DEVELOPMENT LIMITED ABN 82 090 718 951 each incorporated in The Bahamas and SPARK INFRASTRUCTURE SA (No.1) PTY LTD ABN 54 091 142 380 SPARK INFRASTRUCTURE SA (No.2) PTY LTD ABN 19 091 143 038 and SPARK INFRASTRUCTURE SA (No.3) PTY LTD ABN 50 091 142 362 each incorporated in Australia all of 1 Anzac Highway Keswick SA 5035 ("SAPN Lessees") as the lessees pursuant to Lease no. 8890000 CONSENT to the within application

SIGNED in my presence by )  
DISTRIBUTION LESSOR CORPORATION )  
by its attorneys pursuant to Power of Attorney No. )  
8895055 AND by the Attorneys of each of the )  
SAPN Lessees )  
CKI UTILITIES DEVELOPMENT LIMITED )  
ABN 65 090 718 880 Pursuant to )  
Power of Attorney No. 8857195 )  
PAI UTILITIES DEVELOPMENT LIMITED )  
ABN 82 090 718 951 Pursuant to )  
Power of Attorney No. 8857196 )  
SPARK INFRASTRUCTURE SA (No.1) PTY LTD )  
ABN 54 091 142 380 Pursuant to )  
Power of Attorney No. 8857197 )  
SPARK INFRASTRUCTURE SA (No.2) PTY LTD )  
ABN 19 091 143 038 Pursuant to )  
Power of Attorney No. 8857199 )  
SPARK INFRASTRUCTURE SA (No.3) PTY LTD )  
ABN 50 091 142 362 )  
Pursuant to Power of Attorney No. 8857198 )

PATRICK JAMES MAKINSON )  
who certifies that he is the )  
COMPANY SECRETARY of )  
Utilities Management Pty Ltd ABN 25 090 664 878 )  
and )  
MICHELLE LOUISE PETERSON )  
who certifies that she is the )  
MANAGER PROPERTY SERVICES of )  
Utilities Management Pty Ltd ABN 25 090 664 878 )  
both of 1 Anzac Highway Keswick SA 5035 )  
who are personally known to me )

.....

.....

Signature of Witness: .....  
Angela Jayne Clark  
1 Anzac Highway Keswick 5035  
ph: 8404 5897

# **Appendix D**

**Application for the variation of easement between the Minister for Climate, Environment and Water and Distribution Lessor Corporation (to vary existing easement rights)**



LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

**APPLICATION FOR  
EXTINGUISHMENT / VARIATION  
OF EASEMENT**

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
--------------------	--

STAMP DUTY DOCUMENT ID:	
-------------------------	--

SERIES NO	PREFIX
	VE

**AGENT CODE**

LODGED BY: **CROWN SOLICITOR'S OFFICE**      **CSOL 22**

CORRECTION TO: **CROWN SOLICITOR'S OFFICE**      **CSOL 22**

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	

# APPLICATION FOR ~~EXTINGUISHMENT~~/VARIATION OF EASEMENT

(Pursuant to s28 of the Crown Land Management Act 2009)

*\* Strike through the inapplicable*

---

**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.

---

**LAND DESCRIPTION (SERVIENT)**

The whole of the land in Crown Record Volume 6170 Folio 712 and Piece 2 in DP 111680 being portion of the land comprised in Crown Record Volume 6170 Folio 713

---

**LAND DESCRIPTION (DOMINANT)**

The whole of the land comprised in Certificate of Title Volume 5559 Folio 80

---

**SERVIENT PROPRIETOR(S)** (Full name and address)

**MINISTER FOR CLIMATE, ENVIRONMENT AND WATER** of Adelaide SA 5000

---

**DOMINANT PROPRIETOR(S)** (Full name and address)

**DISTRIBUTION LESSOR CORPORATION** of 1 Anzac Highway Keswick SA 5035 (subject to Lease 8890000)

---

**CONSIDERATION** (Words and figures)

To deposit a plan of division under the Adelaide Park Lands Act 2005 and for no monetary consideration (value does not exceed \$100.00)

---

**EXISTING EASEMENT TO BE EXTINGUISHED / VARIED** (Describe precisely)

The Easement created by RLG 8525750 over that portion of Allotment 1 and Piece 2 in DP 111680 marked "M"

---

**To the Registrar-General,**

We, the \*Servient / Dominant proprietor(s) above described, hereby request you to:

- (a)\* ~~Extinguish the easement(s) above described~~
  
- (b)\* Vary the easement(s) above described to the position of that portion of Allotment 53 marked "P" in DP 121055
  
- (c)\* ~~Extend the appurtenance of the easement(s) to .....~~

*\* Strike through the inapplicable*

---

---

DATED.....

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

**Dominant Proprietor(s)**

\*The Certifier has taken reasonable steps to verify the identity of the dominant proprietor 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:

for: *Crown Solicitor's Office*

on behalf of the Dominant Proprietor

---

**Servient Proprietor(s)**

\*The Certifier has taken reasonable steps to verify the identity of the servient proprietor 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:

*Angela Jayne Clark*  
*Registered Conveyancer*

for: *SA Power Networks*

on behalf of the Servient Proprietor

---

**CONSENT** – State Commission Assessment Panel

---

**CONSENT FOR THE EXTINGUISHMENT-/ VARIATION OF EASEMENT**

---

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

**CKI UTILITIES DEVELOPMENT LIMITED** ABN 65 090 718 880, **PAI UTILITIES DEVELOPMENT LIMITED** ABN 82 090 718 951, **SPARK INFRASTRUCTURE SA (No.1) PTY LTD** ABN 54 091 142 380, **SPARK INFRASTRUCTURE SA (No.2) PTY LTD** ABN 19 091 143 038 and **SPARK INFRASTRUCTURE SA (No.3) PTY LTD** ABN 50 091 142 362

all of 1 Anzac Highway Keswick SA 5035 ("**SAPN Lessees**")

---

**NATURE OF ESTATE OR INTEREST HELD**

**Estate as Lessee pursuant to Lease No. 8890000**

---

I/We the consenting party consent to the within ~~extinguishment~~/variation of easement.

*\* Strike through the inapplicable*

---

**EXECUTION BY CONSENTING PARTY**

**DATED** .....

**CKI UTILITIES DEVELOPMENT LIMITED** ABN 65 090 718 880,  
**PAI UTILITIES DEVELOPMENT LIMITED** ABN 82 090 718 951,  
**SPARK INFRASTRUCTURE SA (No.1) PTY LTD** ABN 54 091 142 380,  
**SPARK INFRASTRUCTURE SA (No.2) PTY LTD** ABN 19 091 143 038 and  
**SPARK INFRASTRUCTURE SA (No.3) PTY LTD** ABN 50 091 142 362  
all of 1 Anzac Highway Keswick SA 5035 ("**SAPN Lessees**")  
as the lessees pursuant to Lease no. 8890000 **CONSENT** to the within application

SIGNED in my presence by the Attorneys of each of the SAPN Lessees  
**CKI UTILITIES DEVELOPMENT LIMITED** ABN 65 090 718 880 Pursuant to Power of Attorney No. 8857195,  
**PAI UTILITIES DEVELOPMENT LIMITED** ABN 82 090 718 951 Pursuant to Power of Attorney No. 8857196,  
**SPARK INFRASTRUCTURE SA (No.1) PTY LTD** ABN 54 091 142 380 Pursuant to Power of Attorney No. 8857197,  
**SPARK INFRASTRUCTURE SA (No.2) PTY LTD** ABN 19 091 143 038 Pursuant to Power of Attorney No. 8857199, and  
**SPARK INFRASTRUCTURE SA (No.3) PTY LTD** ABN 50 091 142 362 Pursuant to Power of Attorney No. 8857198

**STEVEN HATSITSOPANIDIS**  
who certifies that he is the .....  
**COMPANY SECRETARY** of  
Utilities Management Pty Ltd ABN 25 090 664 878  
and

**ANDREW MICHAEL PATRICK GIANARAKIS**  
who certifies that he is the .....  
**MANAGER PROPERTY SERVICES** of  
Utilities Management Pty Ltd ABN 25 090 664 878  
both of 1 Anzac Highway Keswick SA 5035  
who are personally known to me

Signature of Witness: .....  
Angela Jayne Clark  
1 Anzac Highway Keswick 5035  
Phone: 8404 5897

---

---

**CONSENT FOR THE EXTINGUISHMENT-/ VARIATION OF EASEMENT**

---

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

**MINISTER FOR INFRASTRUCTURE AND TRANSPORT** of Adelaide SA 5000

---

**NATURE OF ESTATE OR INTEREST HELD**

**Estate as Custodian of Crown Record Volume 6170 Folio 713**

---

I/We the consenting party consent to the within ~~\*extinguishment/~~\*variation of easement.

*\* Strike through the inapplicable*

---

**EXECUTION BY CONSENTING PARTY**

**DATED** .....

**SIGNED** for and on behalf of the  
**MINISTER FOR INFRASTRUCTURE  
AND TRANSPORT** by  
his duly constituted Attorney pursuant  
to Power of Attorney No. 13405184  
who has not received a notice of the  
revocation of that Power of Attorney  
in the presence of:

.....  
**Witness**

.....  
C/- Department of Infrastructure  
and Transport  
GPO Box 1533  
ADELAIDE SA 5001  
Tel: 8343 2222

.....  
**Manager, Real Estate, Property, AGS  
Department of Infrastructure  
and Transport  
Mohammed Elgazzar**  
[Full Name of Attorney]  
Address:  
C/- Department of Infrastructure  
and Transport  
GPO Box 1533  
ADELAIDE SA 5001

---

**CONSENT FOR THE EXTINGUISHMENT-/ VARIATION OF EASEMENT**

---

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

**THE CORPORATION OF THE CITY OF ADELAIDE** of GPO Box 2252 Adelaide SA 5001

---

**NATURE OF ESTATE OR INTEREST HELD**

**Estate as Custodian of Crown Record Volume 6170 Folio 712**

---

I/We the consenting party consent to the within ~~\*extinguishment/~~\*variation of easement.

*\* Strike through the inapplicable*

---

**EXECUTION BY CONSENTING PARTY**

**DATED** .....

**SIGNED as Delegate for THE CORPORATION OF THE CITY OF ADELAIDE under \*Section 44 of the Local Government Act 1999 / Section 20 of the Development Act 1993** (\*delete the inapplicable)

.....  
Signature of DELEGATE


.....  
Print Full Name (BLOCK LETTERS)

.....  
Position Held:

# **Appendix E**

## **Plan of Division & Road (Opening & Closing)**

# APPROVED - NOT YET DEPOSITED

<b>PURPOSE:</b> ROADS (OPENING & CLOSING) ACT 1991, DIVISION AND REDESIGNATION OF PARCELS  <b>MAP REF:</b> 6628/42/H, 6628/42/A  <b>LAST PLAN:</b>	<b>AREA NAME:</b> ADELAIDE, NORTH ADELAIDE  <b>COUNCIL:</b> THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST. PETERS THE CORPORATION OF THE CITY OF ADELAIDE  <b>DEVELOPMENT NO:</b>	<b>RE-APPROVED:</b> 25/01/2023  <b>DEPOSITED:</b>	  <h2 style="font-size: 2em; margin: 0;">D121055</h2>  SHEET 1 OF 25  <small>62496_text_01_v07_Version_7</small>
--	--	--	---

<b>AGENT DETAILS:</b> JOHN C BESTED & ASSOCIATES PTY LTD 362 MAGILL RD KENSINGTON PARK SA 5068 PH: 83327111 FAX: 83641829  <b>AGENT CODE:</b> JCBA <b>REFERENCE:</b> 17930.2	<b>SURVEYORS CERTIFICATION:</b> I ASHLEY GREG WINDOW , a licensed surveyor do hereby certify - 1) That this plan has been made from surveys carried out by me and correctly prepared in accordance with the Survey Act 1992. 2) That the field work was completed on the 7th day of September 2021 25th day of January 2023 Ashley Window Licensed Surveyor
---	--

SUBJECT TITLE DETAILS:									
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CR	6175	948		ALLOTMENT(S) COMPRISING PIECES	(23*,24*)	D	112873 ADELAIDE		
CR	6175	947		ALLOTMENT(S)	22	D	112873 ADELAIDE		
CR	6175	946		ALLOTMENT(S)	21	D	112873 ADELAIDE		
CR	6170	713		ALLOTMENT(S) COMPRISING PIECES	(2*,4*)	D	111680 ADELAIDE		
CR	6170	714		ALLOTMENT(S) COMPRISING PIECES	(3*,5*)	D	111680 ADELAIDE		
CR	6170	712		ALLOTMENT(S)	1	D	111680 ADELAIDE		
CR	5943	443		ALLOTMENT(S)	102	D	66751 ADELAIDE		
CR	6043	262		SECTION(S)	574		ADELAIDE		
CR	5807	966		ALLOTMENT(S)	6	F	41835 ADELAIDE YATALA		
PT CR	6102	712		ALLOTMENT(S)	116	D	81642 ADELAIDE YATALA		
CR	6175	949		ALLOTMENT(S)	26	D	112873 ADELAIDE		
CR	5756	652		SECTION(S)	640		ADELAIDE		
			RTD	CLOSED ROAD ADJACENT TO 2* AND 5* IN D111680			ADELAIDE		



# APPROVED - NOT YET DEPOSITED



## D121055

SHEET 2 OF 25

62496\_text\_01\_v07\_Version\_7

### SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
OTHER TITLES AFFECTED: CT 5559/809									

### EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXISTING	50.52	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	A			TG11788231 TG11788232 TG11788233
EXISTING	53	LONG	EASEMENT(S)	N		DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	RLG 8525750
EXISTING	55	LONG	EASEMENT(S)	L			RLG 11238081
VARY FROM	1. PIECE 2 IN D111680	LONG	EASEMENT(S)	M IN D111680		DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	RLG 8525750
VARY TO	53	LONG	EASEMENT(S)	P		DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	RLG 8525750
NEW	50.52.53.54.55.56.57	LONG	EASEMENT(S)	B	FOR INFRASTRUCTURE PURPOSES	THE MINISTER FOR TRANSPORT, INFRASTRUCTURE AND LOCAL GOVERNMENT	
NEW	51	SHORT	EASEMENT(S)	C	FOR DRAINAGE PURPOSES	THE COUNCIL FOR THE AREA	
NEW	52	SHORT	EASEMENT(S)	D	FOR DRAINAGE PURPOSES	THE MINISTER FOR TRANSPORT, INFRASTRUCTURE AND LOCAL GOVERNMENT	
NEW	52.53	LONG	EASEMENT(S)	E	FOR MAINTENANCE PURPOSES	THE MINISTER FOR TRANSPORT, INFRASTRUCTURE AND LOCAL GOVERNMENT	
NEW	53	LONG	RIGHT(S) OF WAY	F	FOR ACCESS PURPOSES	THE MINISTER FOR TRANSPORT, INFRASTRUCTURE AND LOCAL GOVERNMENT	
NEW	53	LONG	EASEMENT(S)	G	FOR MAINTENANCE PURPOSES	THE MINISTER FOR TRANSPORT, INFRASTRUCTURE AND LOCAL GOVERNMENT	



D121055

SHEET 3 OF 25

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EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
NEW	53	LONG	EASEMENT(S)	H	FOR ACCESS PURPOSES	THE MINISTER FOR TRANSPORT, INFRASTRUCTURE AND LOCAL GOVERNMENT	
NEW	53	LONG	EASEMENT(S)	K	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	
NEW	55.56.57	LONG	EASEMENT(S)	R	FOR ACCESS PURPOSES	THE MINISTER FOR TRANSPORT, INFRASTRUCTURE AND LOCAL GOVERNMENT	
NEW	53	SHORT	EASEMENT(S)	J	FOR THE TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE	THE MINISTER FOR TRANSPORT, INFRASTRUCTURE AND LOCAL GOVERNMENT	

**ANNOTATIONS:** THE ADJOINING BOUNDARY BETWEEN RUNDLE ROAD AND ALLOTMENT 51 MARKED Y.Z FORMS A PLANE BETWEEN THE NOMINATED HEIGHTS.  
 THE ADJOINING BOUNDARY BETWEEN ALLOTMENT 52 AND ALLOTMENT 51 MARKED XA.XB.XC.XD.XE.XF.XG.XH.XJ.XK FORMS A PLANE BETWEEN THE NOMINATED HEIGHTS.  
 THE ADJOINING BOUNDARY BETWEEN ALLOTMENT 53 AND ALLOTMENT 51 MARKED XL.XM.XN.XP.XQ.XR.XS.XT.XV.XW.XX FORMS A PLANE BETWEEN THE NOMINATED HEIGHTS.  
 AUTHORITY FOR DATA FOR ALLOTMENT 55 COMPILED FROM (ADELAIDE & PARKLANDS PG'S 76.100.50.83.62.49 HD ADELAIDE)  
 TOP OF BANK & CENTRE-LINE OF THE RIVER TORRENS PLOTTED FROM D81642 AND DCDB.  
 ROADS OPENED UNDER THE ROADS (OPENING AND CLOSING) ACT 1991 NUMBERED 58 TO BE NAMED DEQUETTEVILLE TERRACE. NUMBERED (59.60) TO BE NAMED HACKNEY ROAD. NUMBERED (61.62) TO BE NAMED PARK ROAD.  
 PRELIMINARY PLAN REFERENCE: 15/0034  
 ALLOTMENT 54 (CR 5943/443) DOES NOT FORM PART OF THE DIVISION PROCESS.  
 NO OCCUPATION EXISTS ON SURVEYED BOUNDARIES OF SUBJECT LAND UNLESS SHOWN OTHERWISE  
 FIELD DATE IS INCORRECT AND SHOULD READ 1/11/2017.

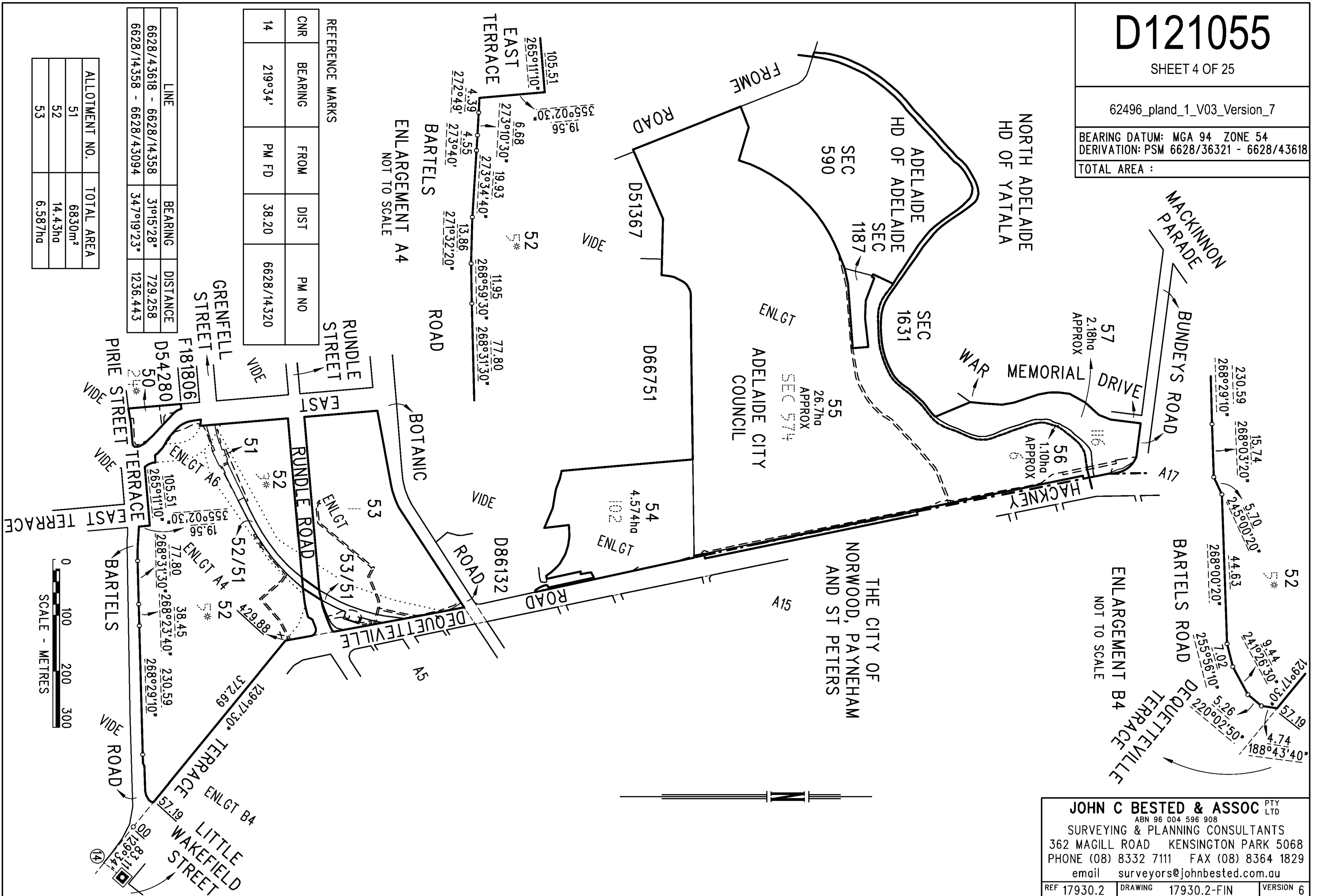
# D121055

SHEET 4 OF 25

62496\_pland\_1\_V03\_Version\_7

BEARING DATUM: MGA 94 ZONE 54  
DERIVATION: PSM 6628/36321 - 6628/43618

TOTAL AREA :



REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
14	219°34'	PM FD	38.20	6628/14320

LINE	BEARING	DISTANCE
6628/43618 - 6628/14358	31°15'28"	729.258
6628/14358 - 6628/43094	347°19'23"	1236.443

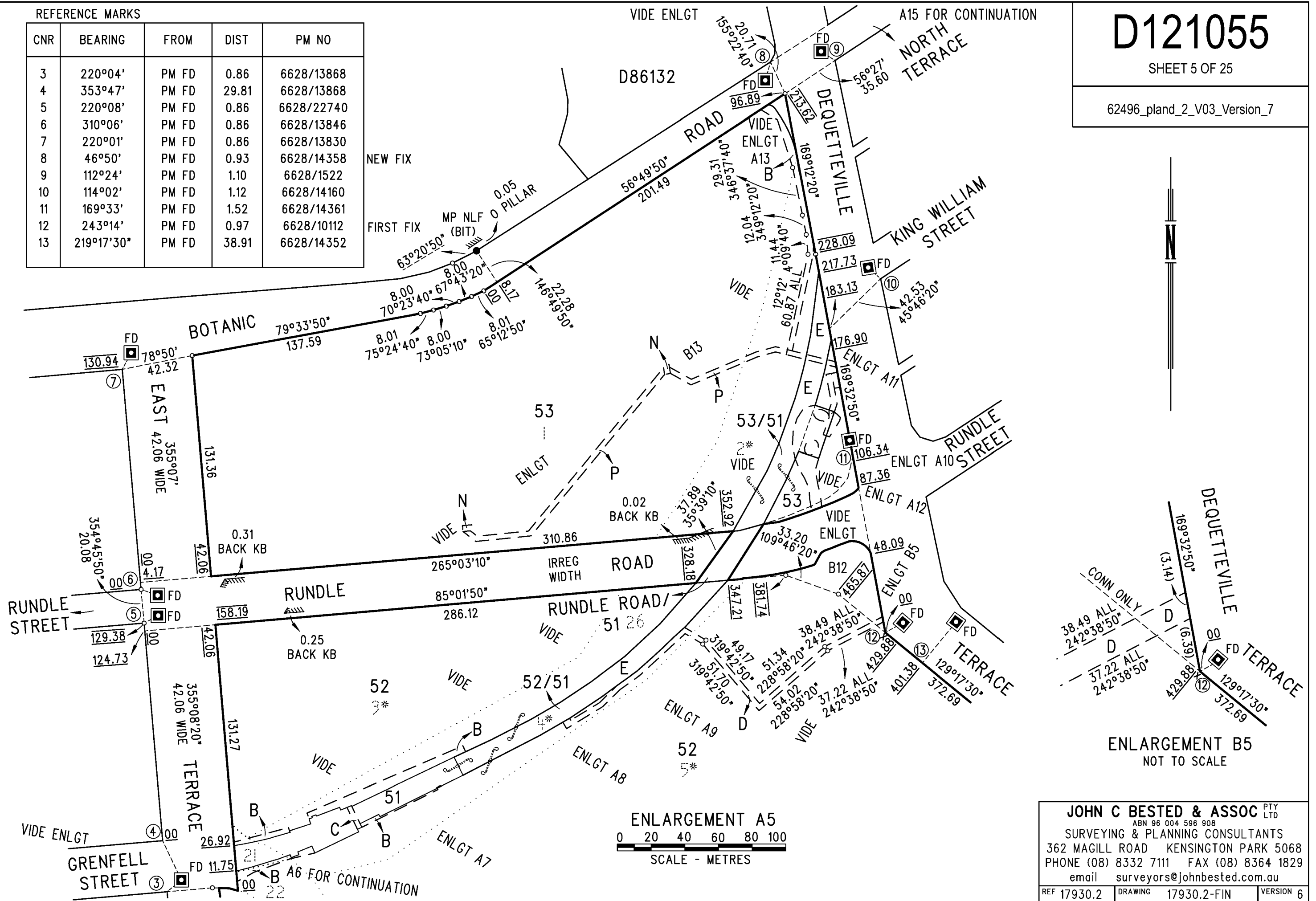
ALLOTMENT NO.	TOTAL AREA
51	6830m <sup>2</sup>
52	14.43ha
53	6.587ha

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REF 17930.2    DRAWING 17930.2-FIN    VERSION 6

REFERENCE MARKS

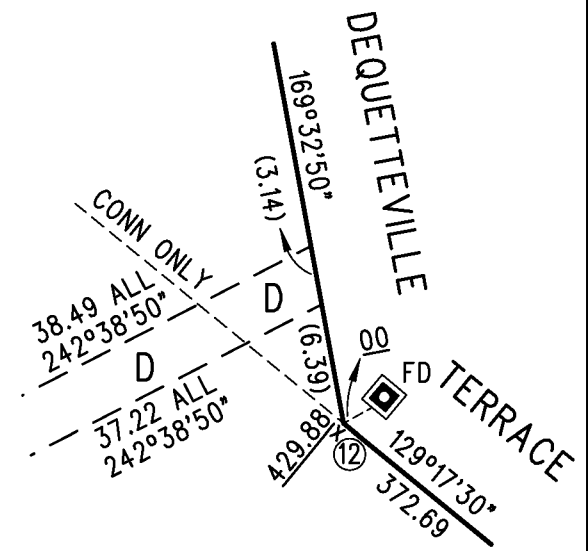
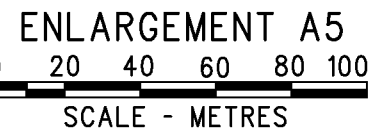
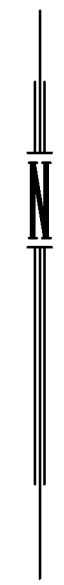
CNR	BEARING	FROM	DIST	PM NO
3	220°04'	PM FD	0.86	6628/13868
4	353°47'	PM FD	29.81	6628/13868
5	220°08'	PM FD	0.86	6628/22740
6	310°06'	PM FD	0.86	6628/13846
7	220°01'	PM FD	0.86	6628/13830
8	46°50'	PM FD	0.93	6628/14358
9	112°24'	PM FD	1.10	6628/1522
10	114°02'	PM FD	1.12	6628/14160
11	169°33'	PM FD	1.52	6628/14361
12	243°14'	PM FD	0.97	6628/10112
13	219°17'30"	PM FD	38.91	6628/14352



D121055

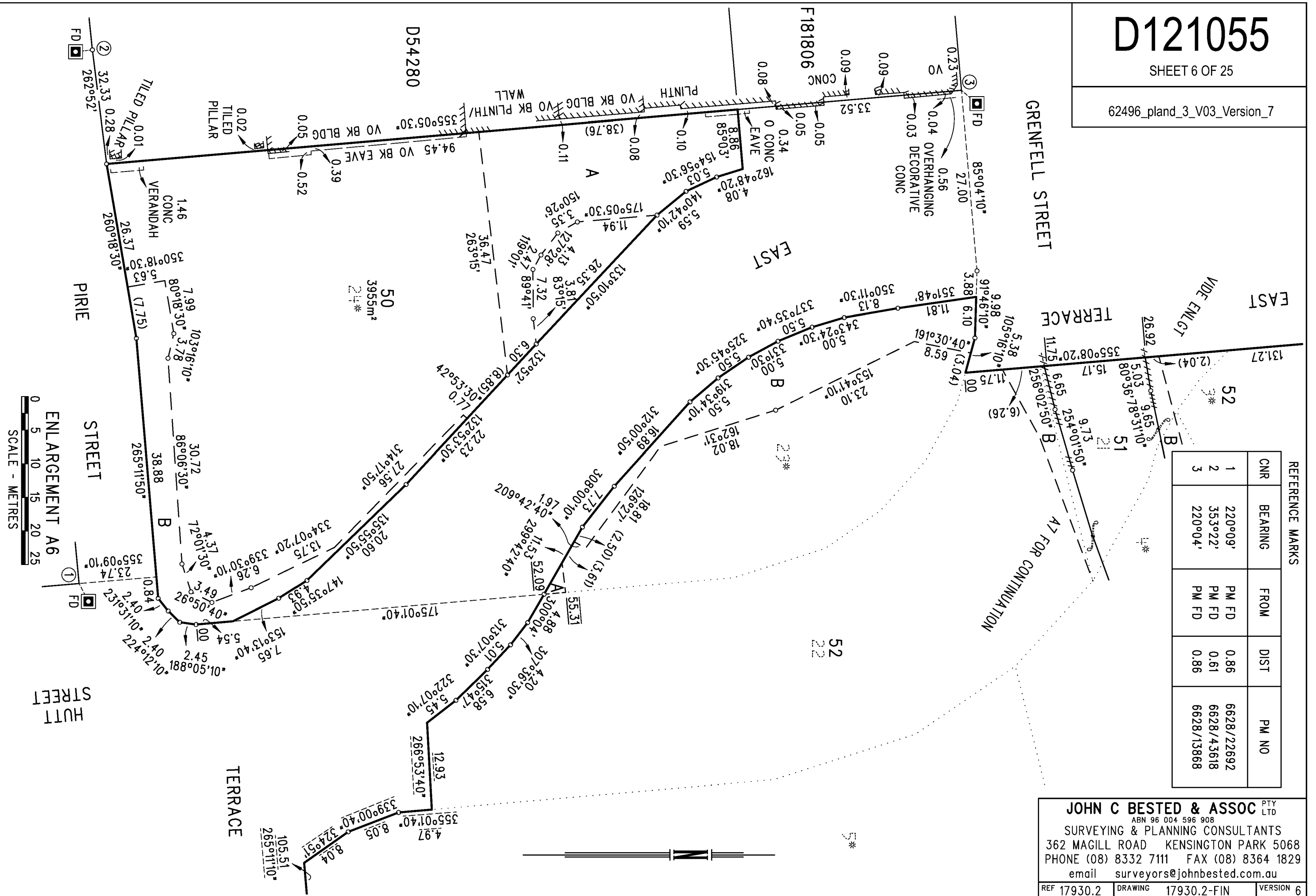
SHEET 5 OF 25

62496\_pland\_2\_V03\_Version\_7



ENLARGEMENT B5  
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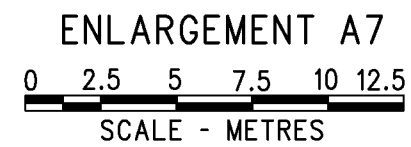
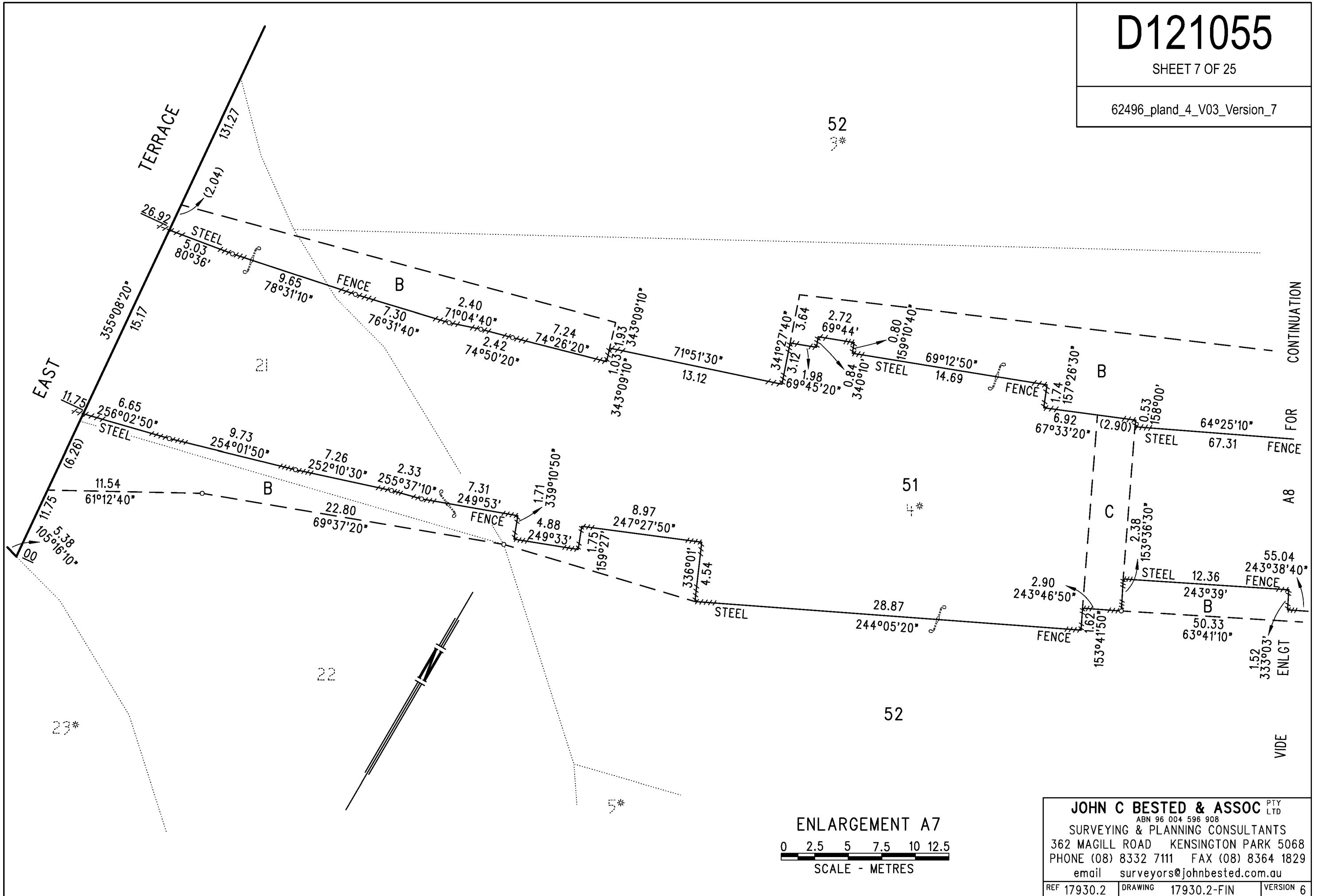
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REFERENCE MARKS					
CNR	BEARING	FROM	DIST	PM NO	
1	220°09'	PM FD	0.86	6628/22692	
2	353°22'	PM FD	0.61	6628/43618	
3	220°04'	PM FD	0.86	6628/13868	

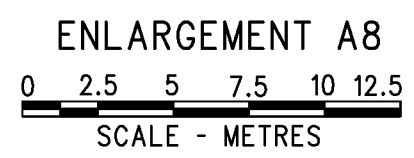
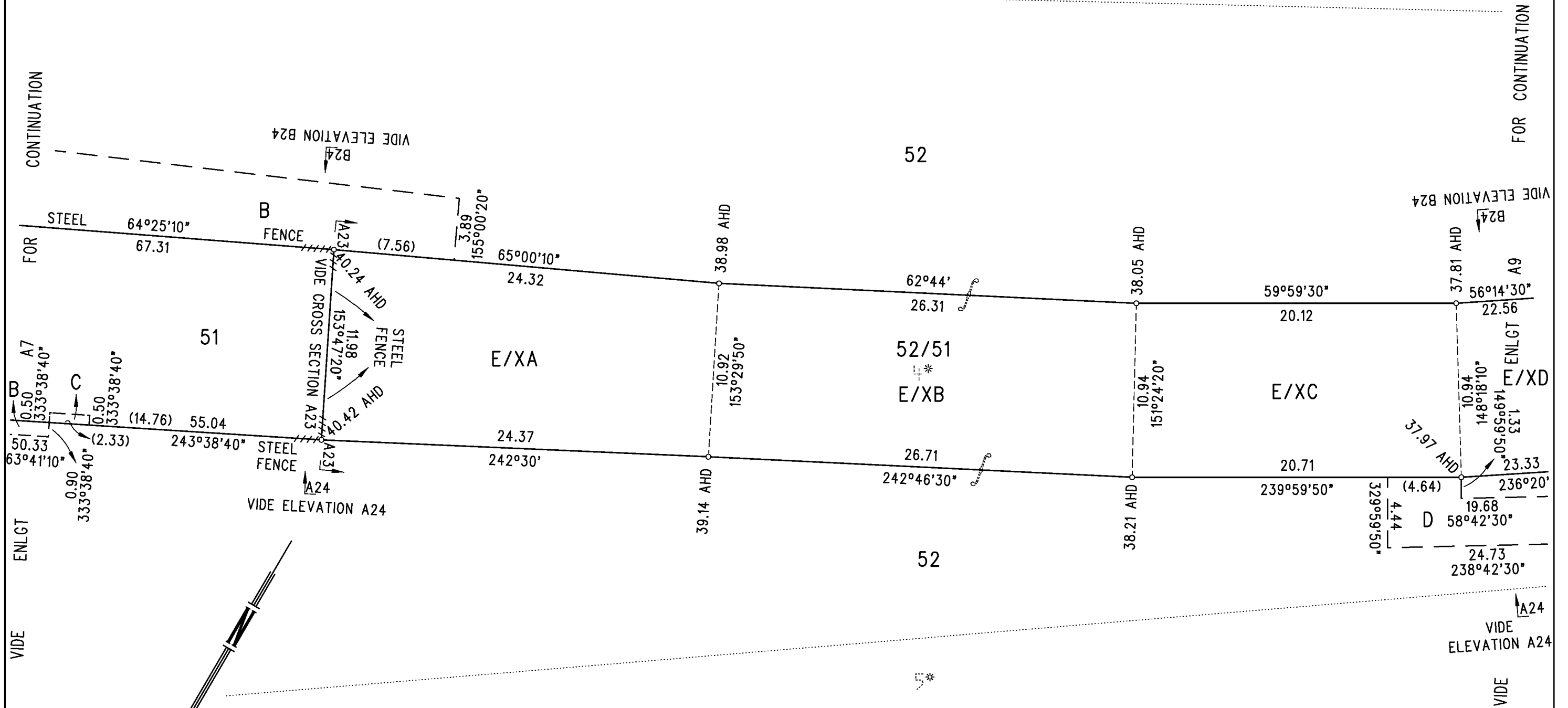
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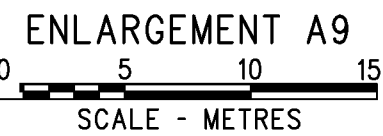
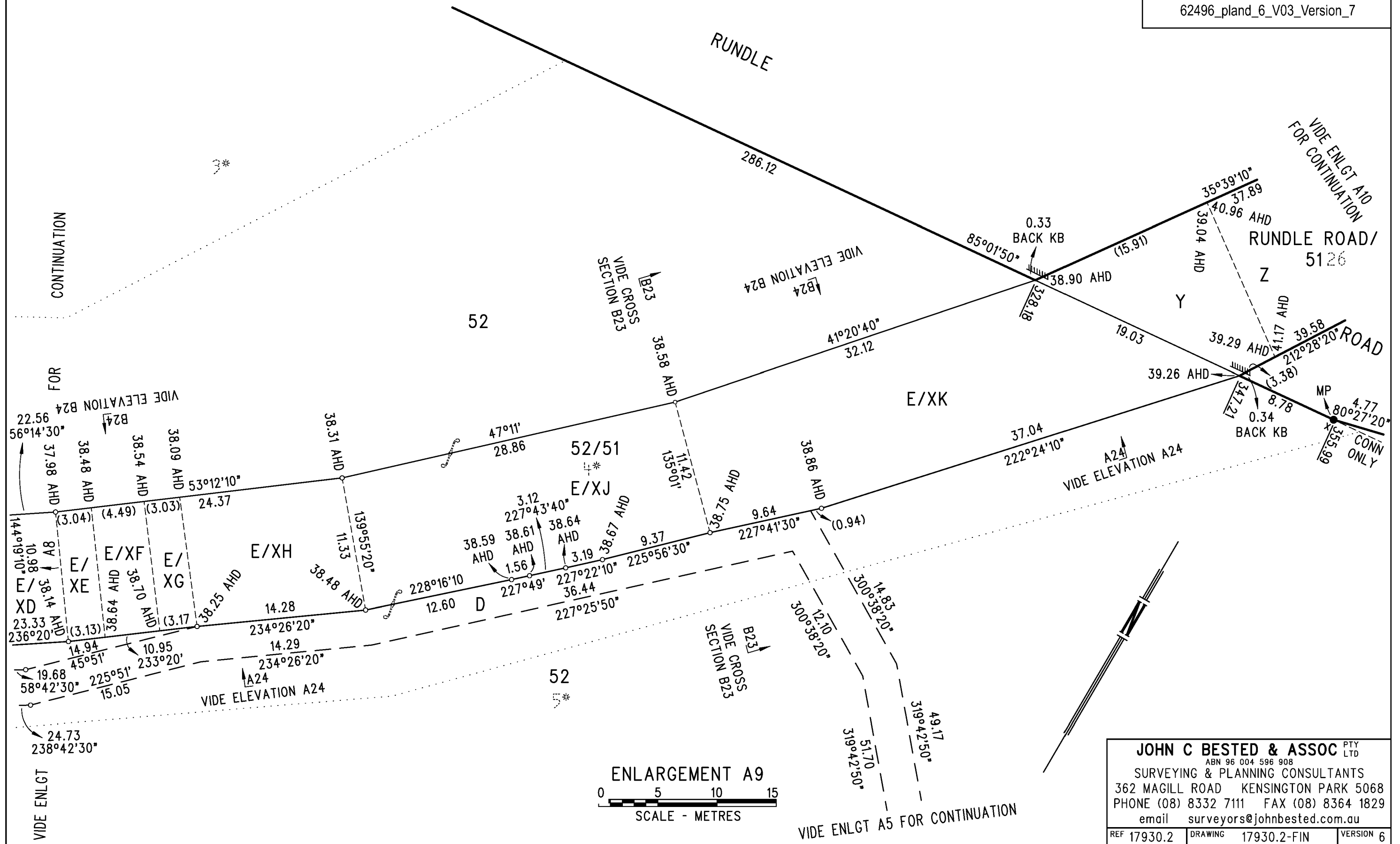
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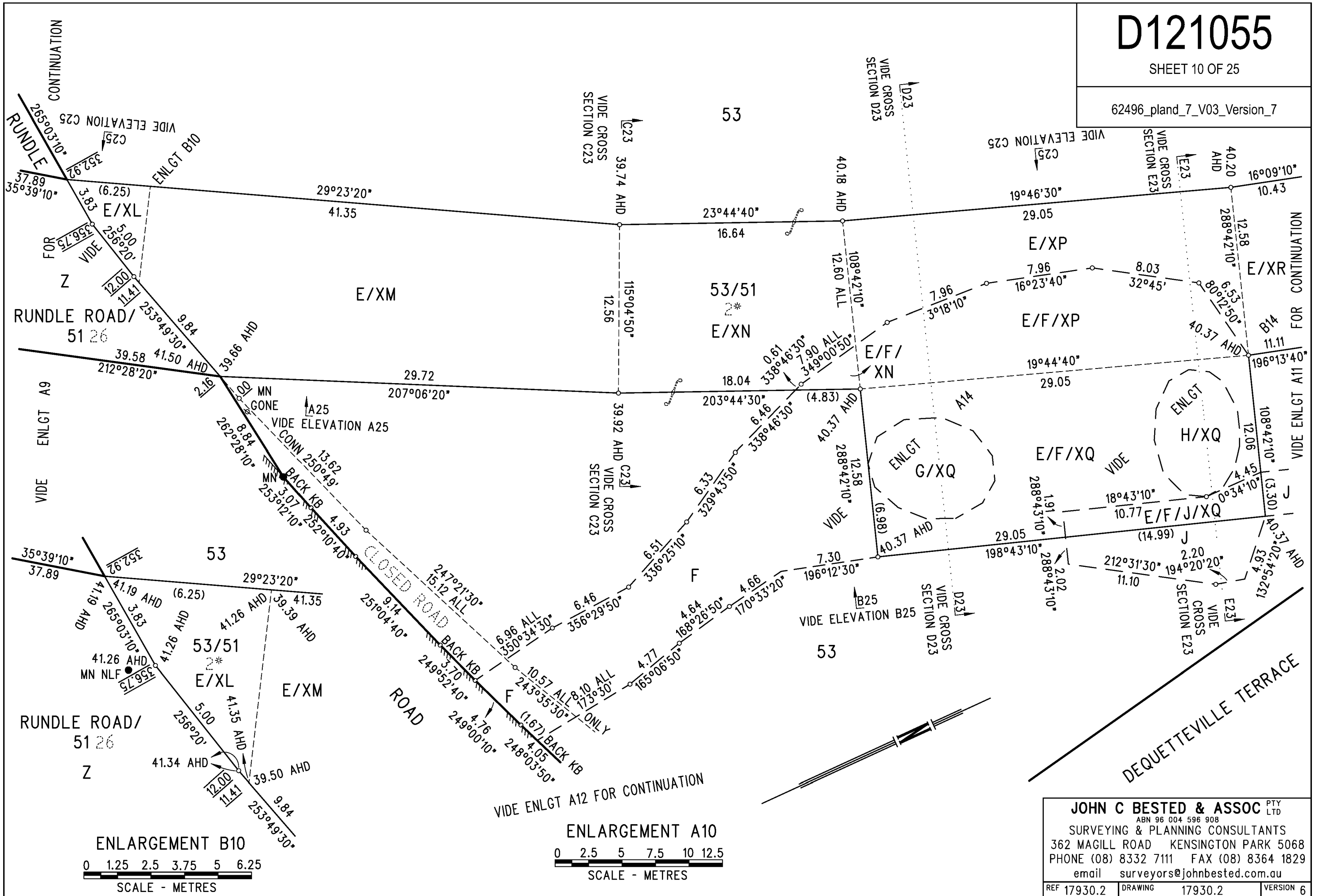
REF 17930.2	DRAWING 17930.2-FIN	VERSION 6
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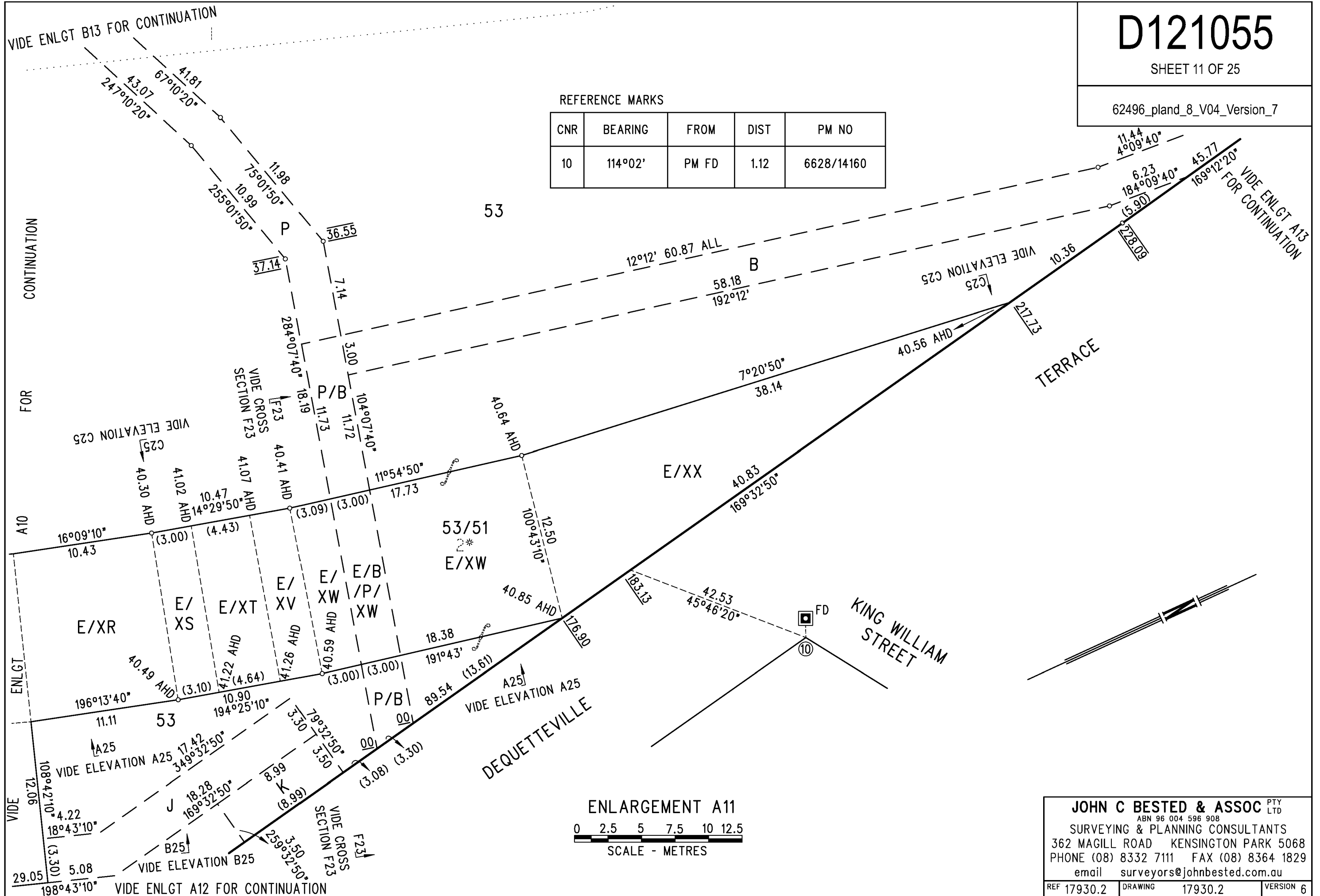
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 SCALE - METRES

ENLARGEMENT A10  
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 SCALE - METRES

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 REF 17930.2 DRAWING 17930.2 VERSION 6

REFERENCE MARKS

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10	114°02'	PM FD	1.12	6628/14160



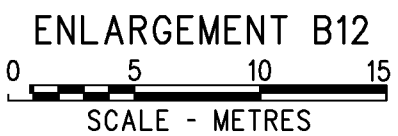
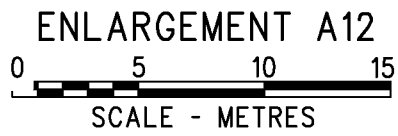
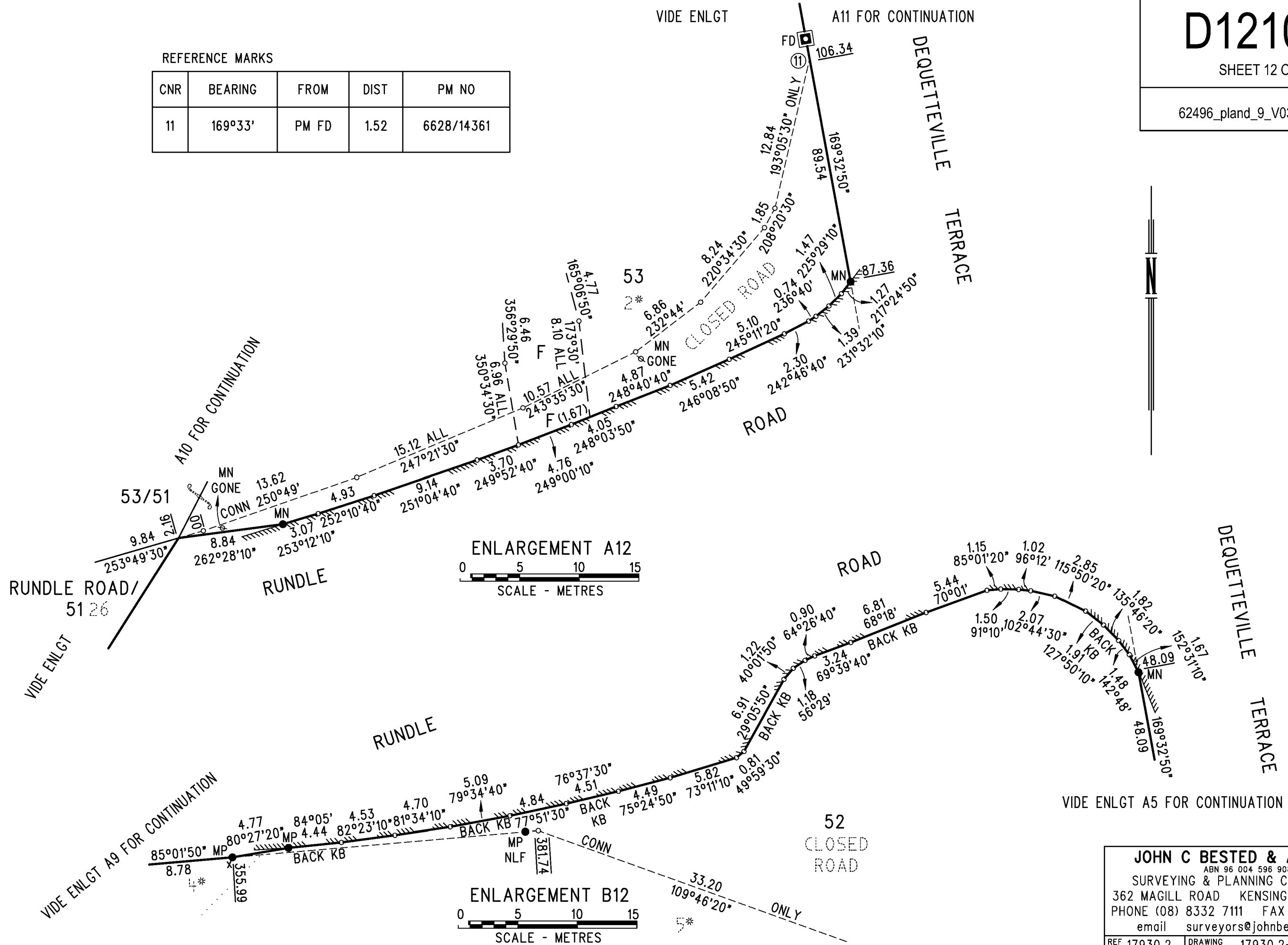
ENLARGEMENT A11  
SCALE - METRES

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REF 17930.2 | DRAWING 17930.2 | VERSION 6

REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
11	169°33'	PM FD	1.52	6628/14361



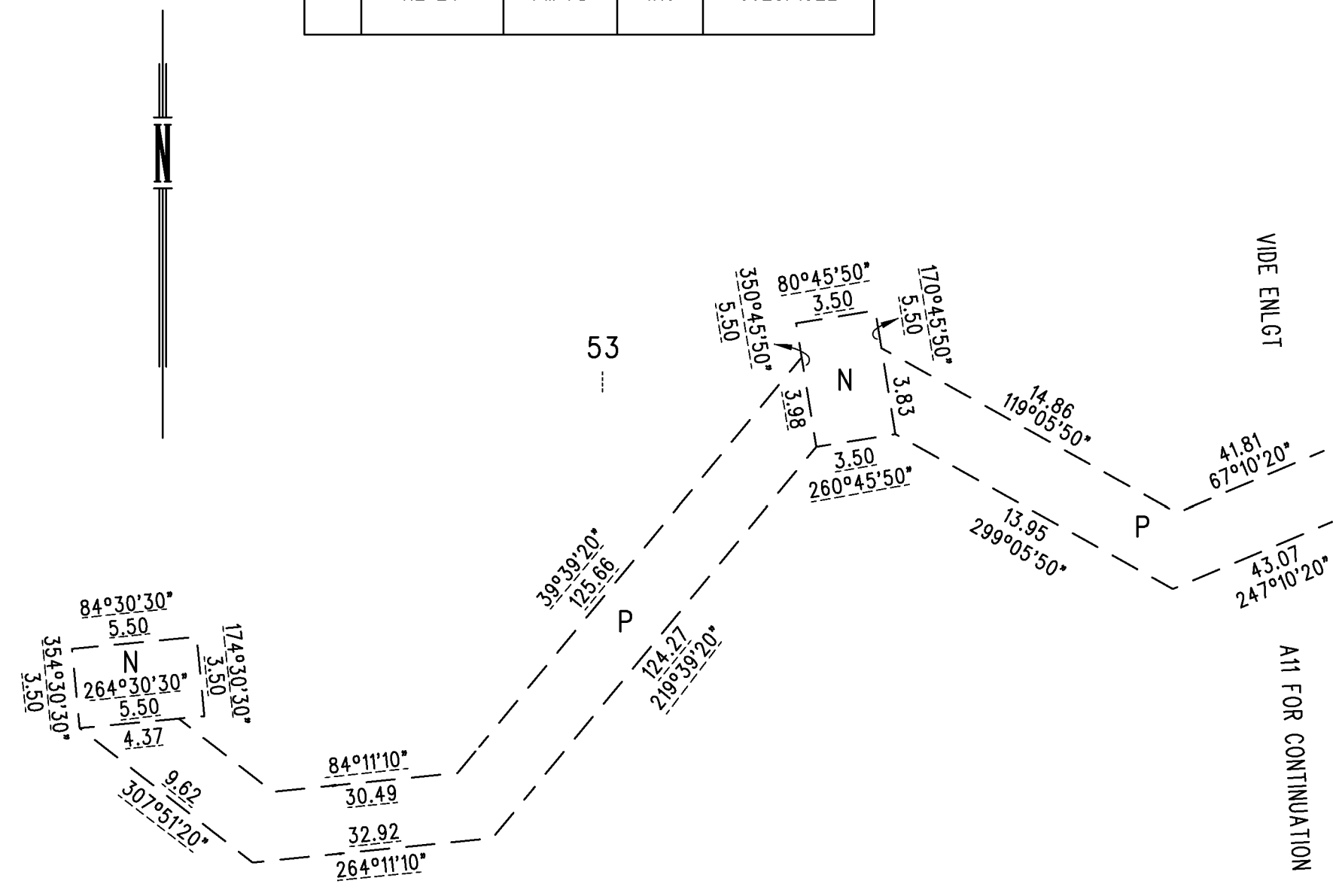
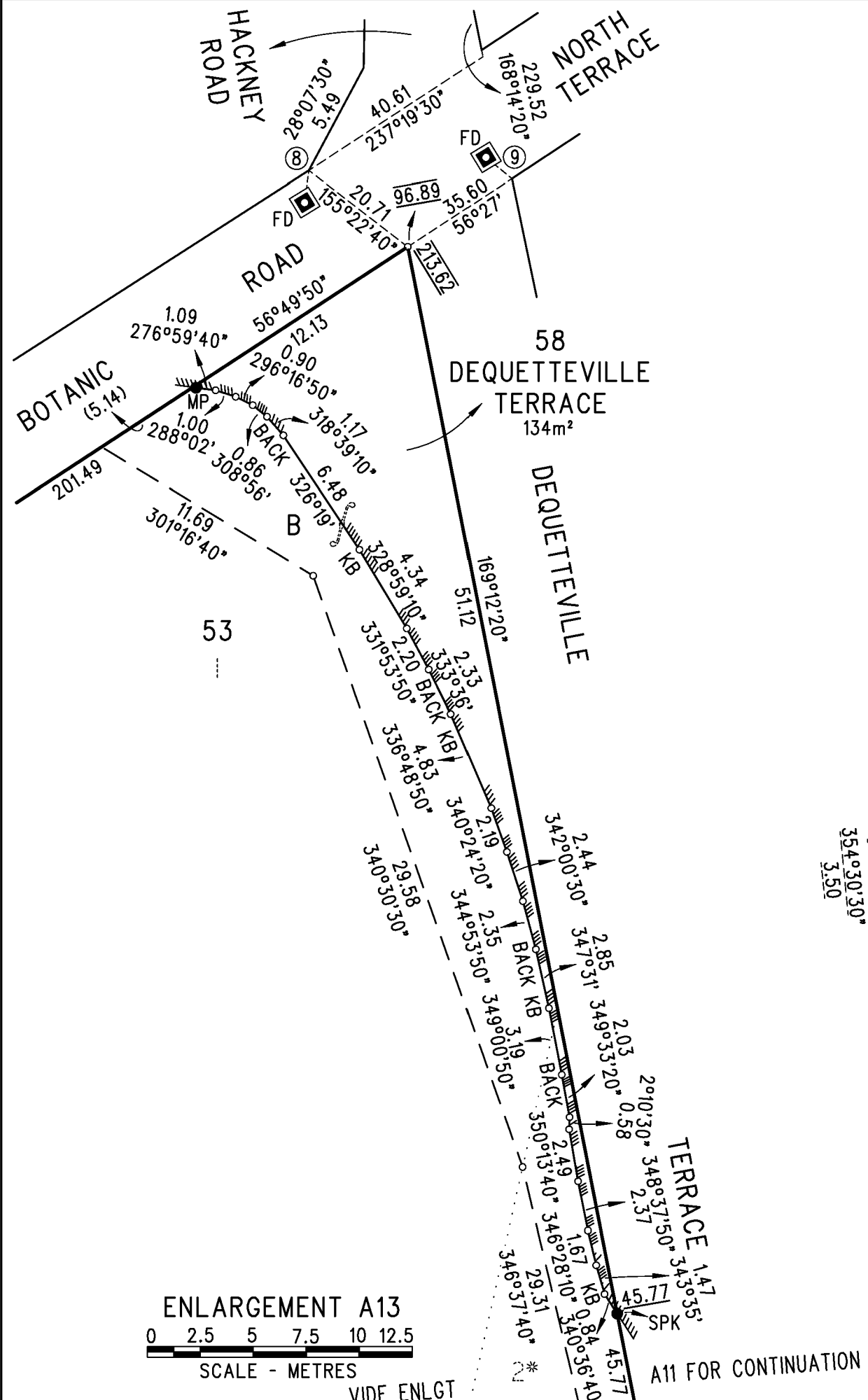
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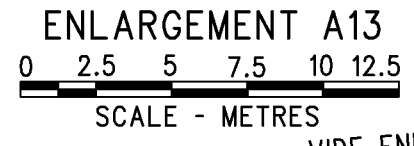
REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
8	46°50'	PM FD	0.93	6628/14358
9	112°24'	PM FD	1.10	6628/1522

NEW FIX

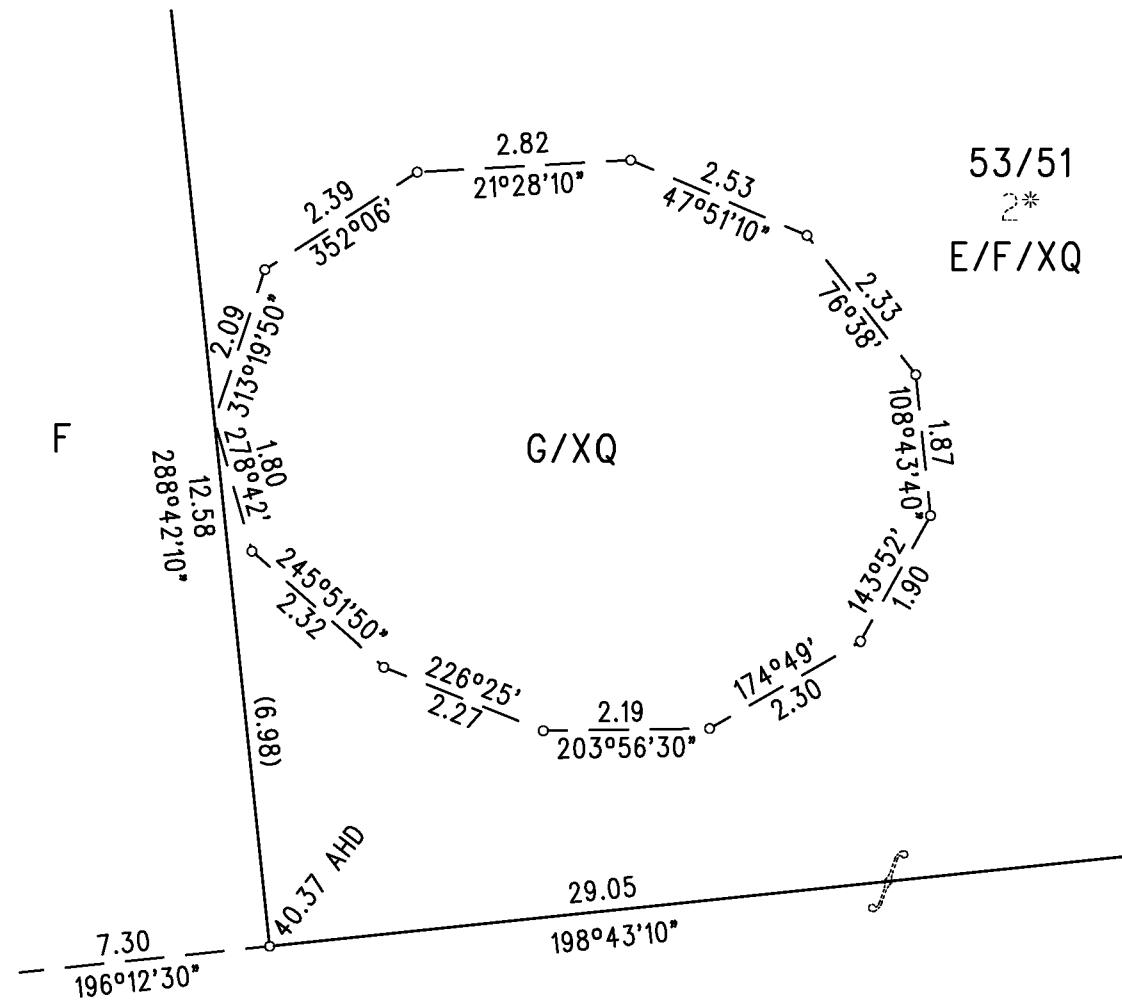


ENLARGEMENT B13  
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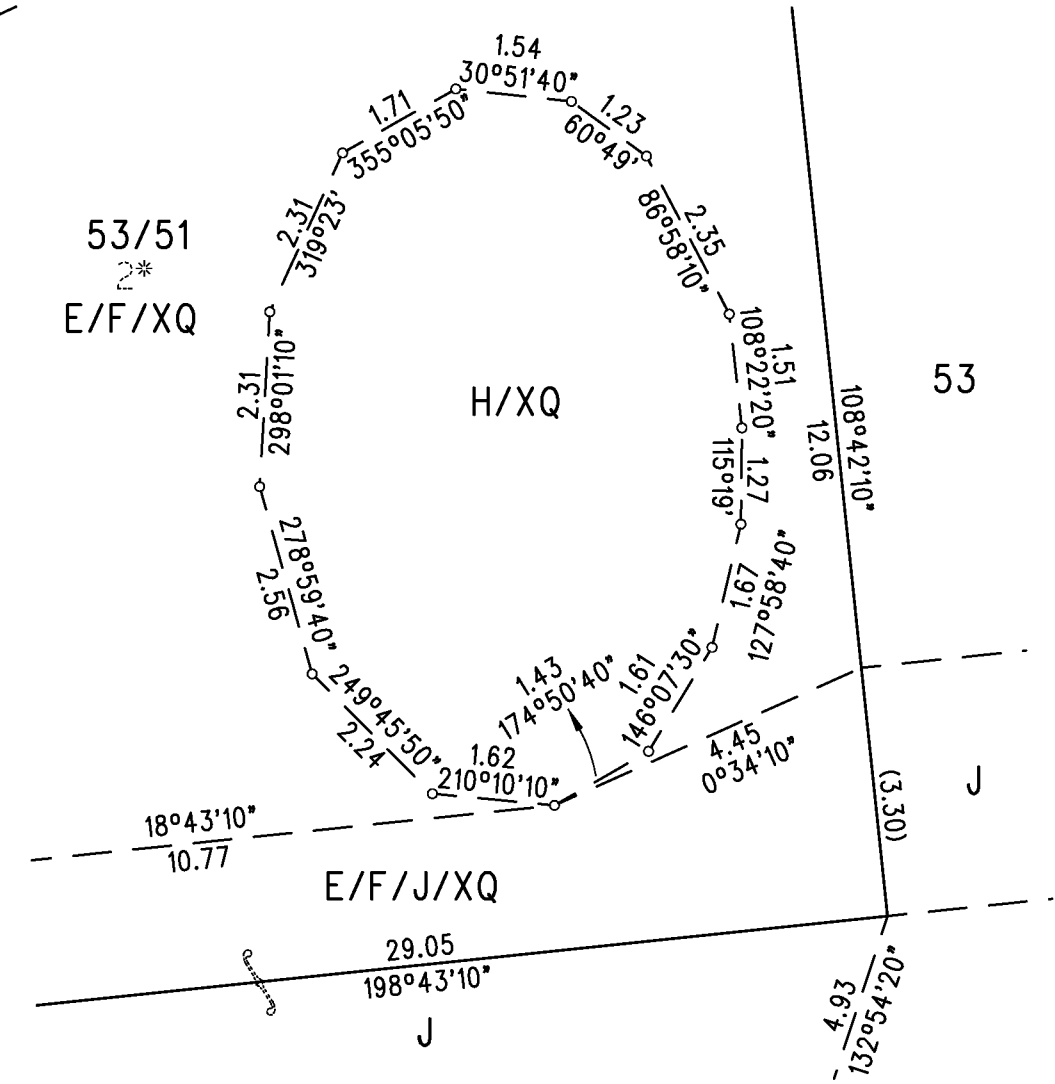
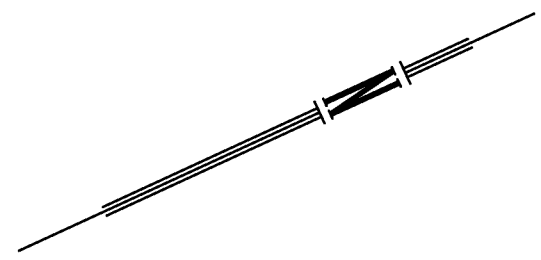


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ENLARGEMENT A14  
 0 1 2 3 4 5  
 SCALE - METRES



ENLARGEMENT B14  
 0 1 2 3 4 5  
 SCALE - METRES

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# D121055

SHEET 15 OF 25

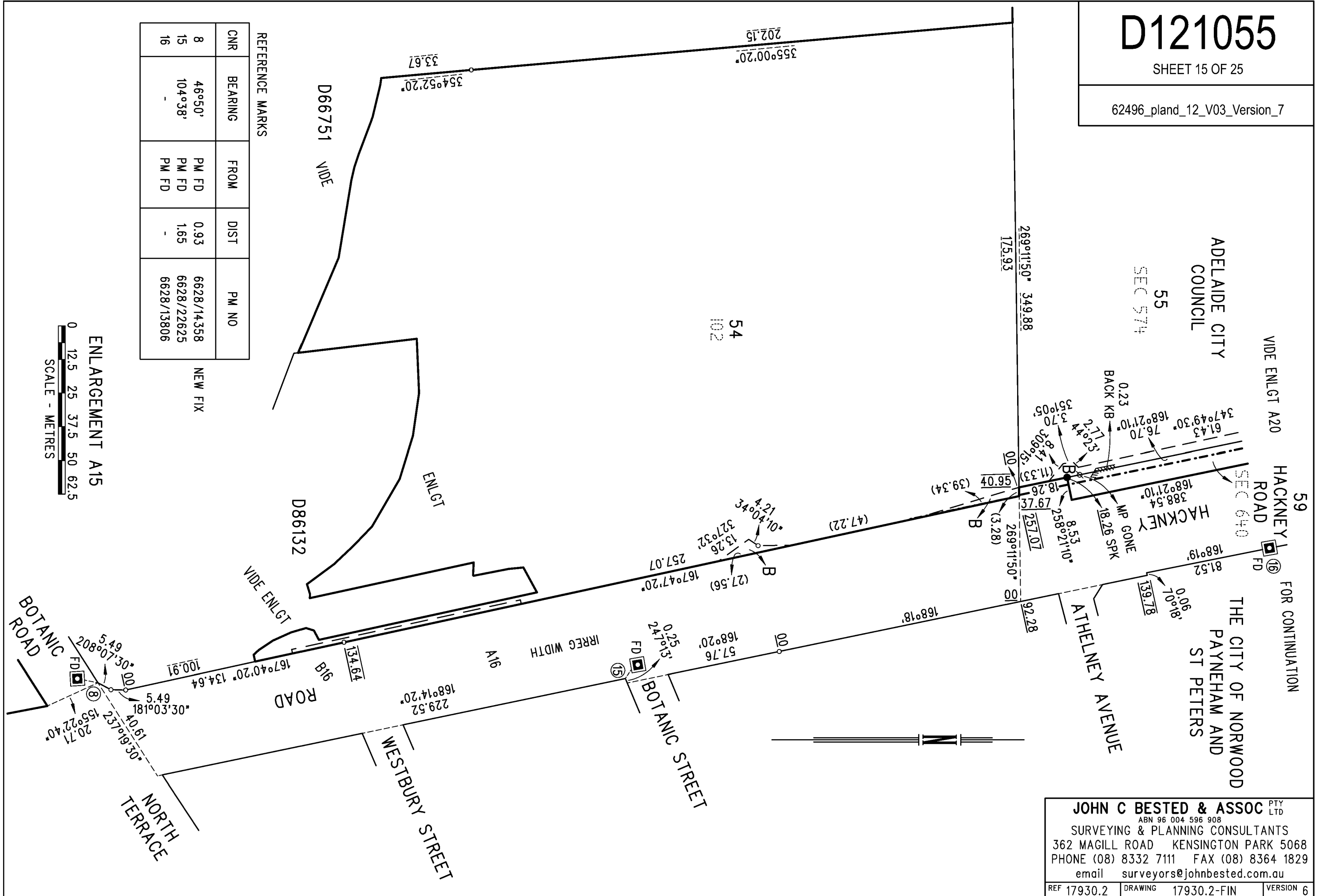
62496\_pland\_12\_V03\_Version\_7

CNR	BEARING	FROM	DIST	PM NO
8	46°50'	PM FD	0.93	6628/14358
15	104°38'	PM FD	1.65	6628/22625
16	-	PM FD	-	6628/13806

REFERENCE MARKS

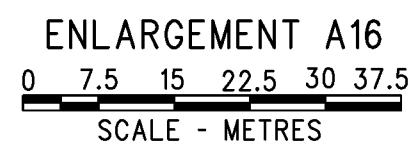
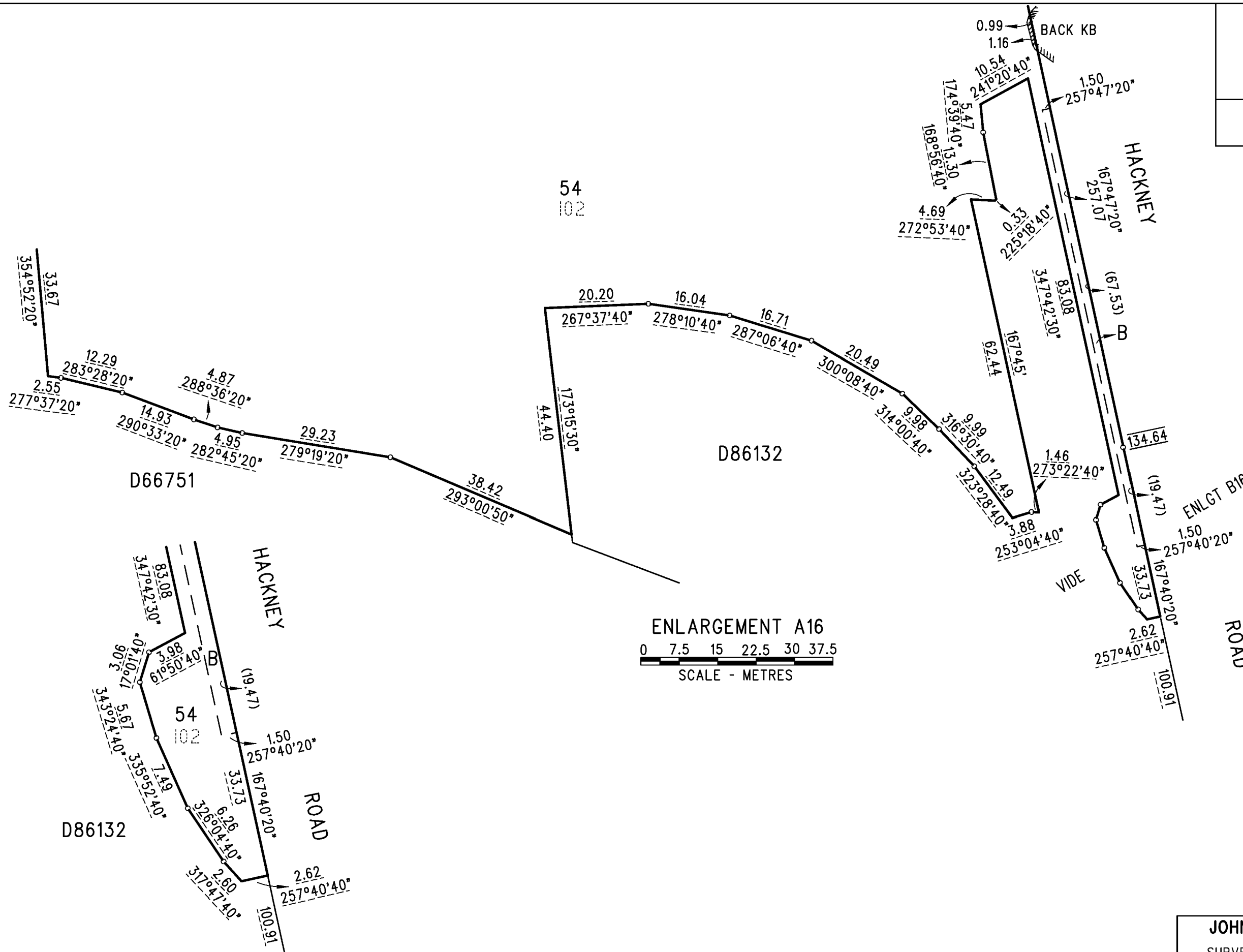
NEW FIX

ENLARGEMENT A15  
SCALE - METRES  
0 12.5 25 37.5 50 62.5



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ENLARGEMENT B16  
NOT TO SCALE

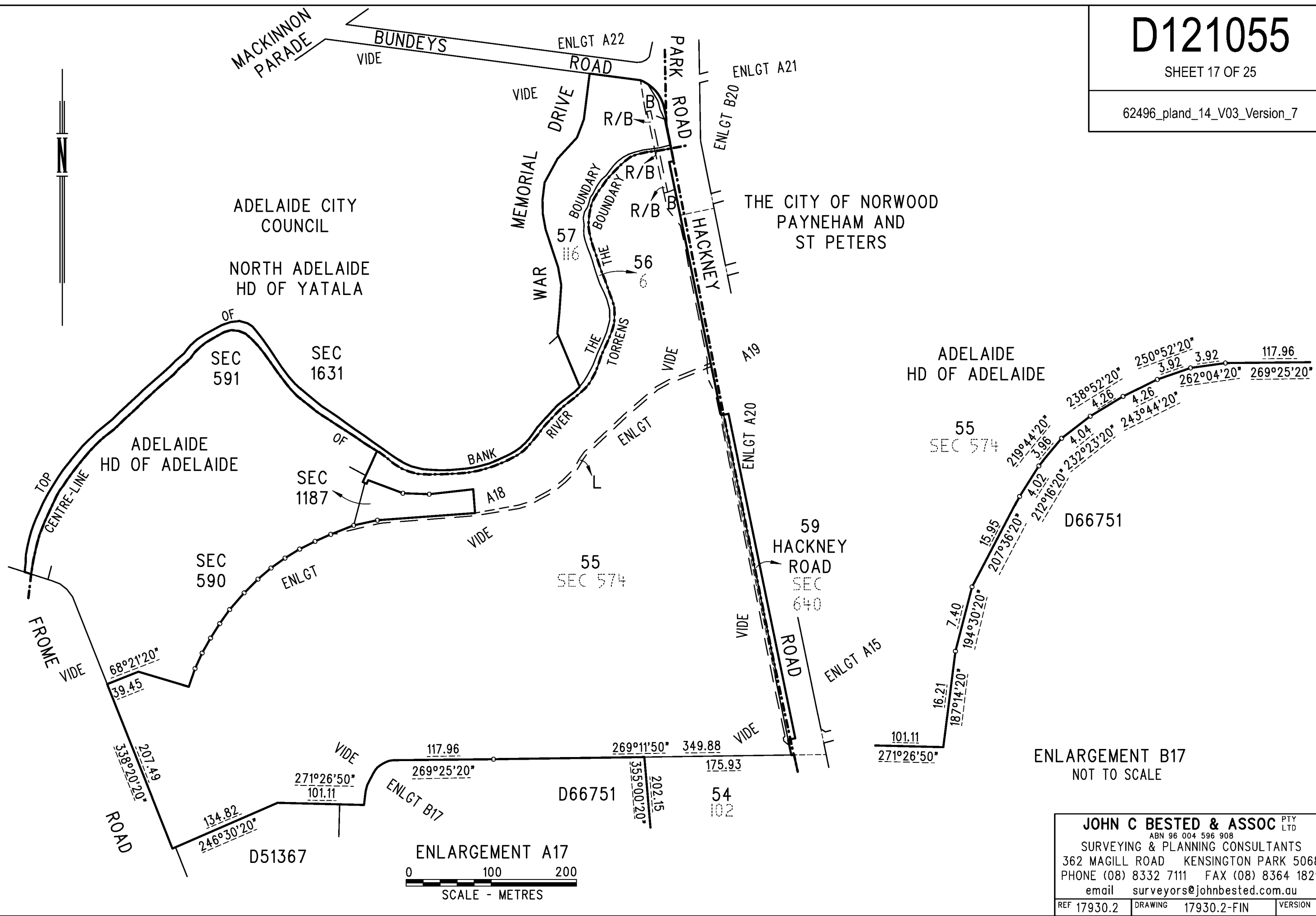
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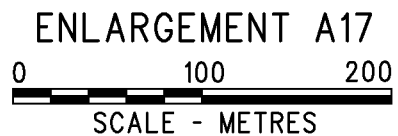
# D121055

SHEET 17 OF 25

62496\_pland\_14\_V03\_Version\_7



ENLARGEMENT B17  
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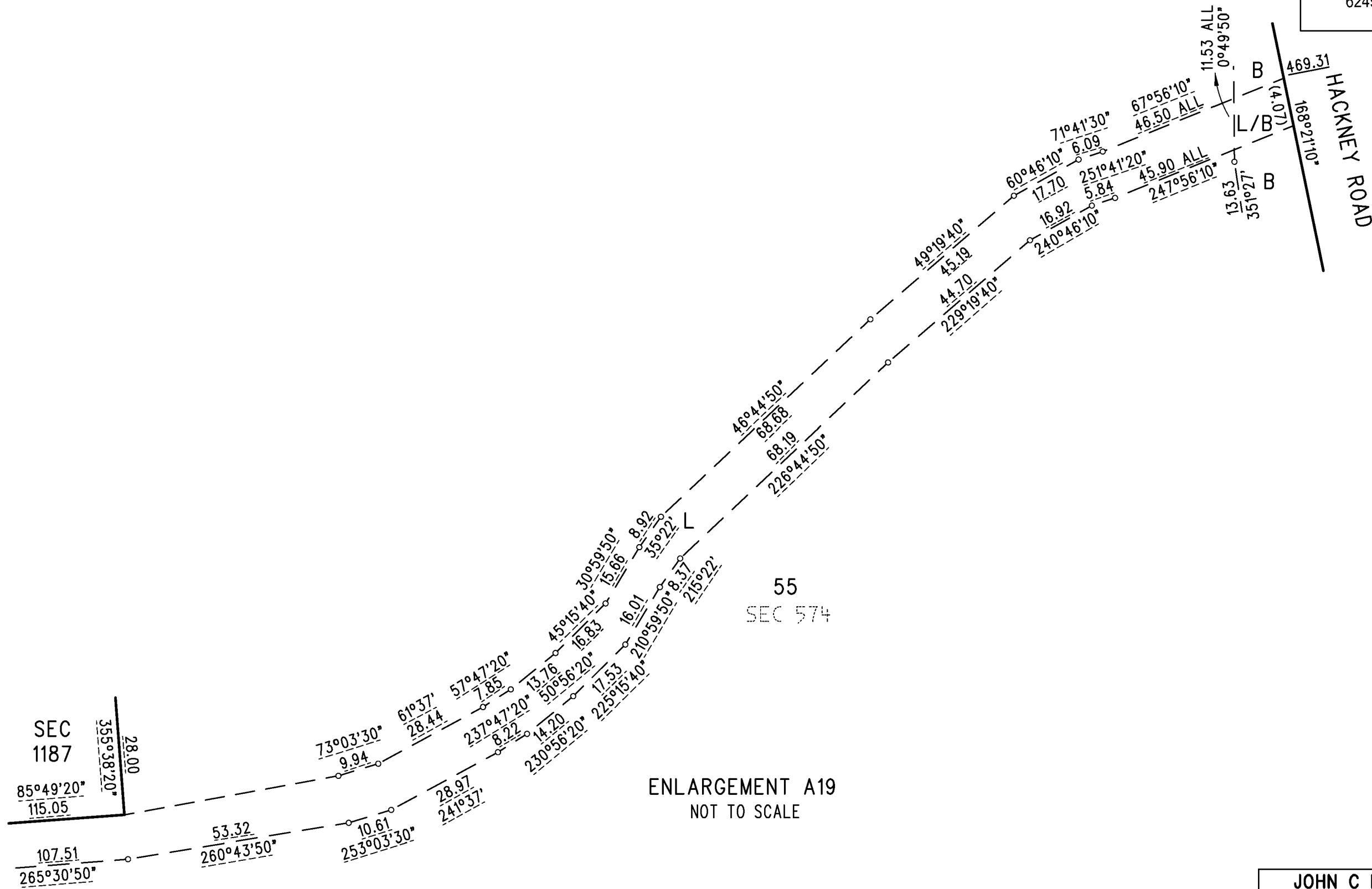


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ENLARGEMENT A19  
NOT TO SCALE



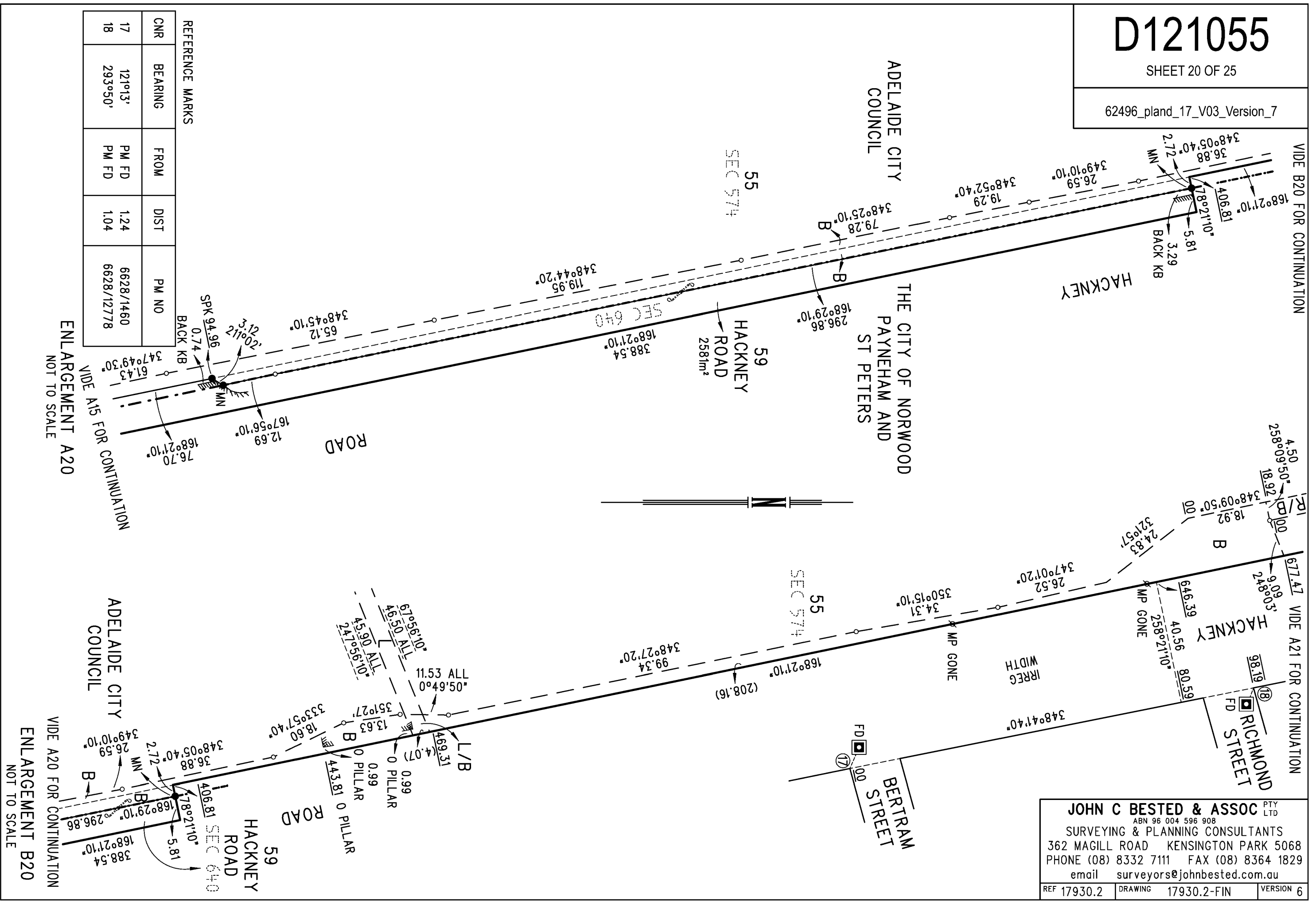
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SHEET 20 OF 25

62496\_pland\_17\_V03\_Version\_7

REFERENCE MARKS				
CNR	BEARING	FROM	DIST	PM NO
17	121°13'	PM FD	1.24	6628/1460
18	293°50'	PM FD	1.04	6628/12778



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SHEET 21 OF 25

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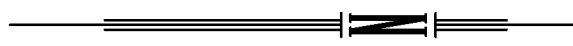
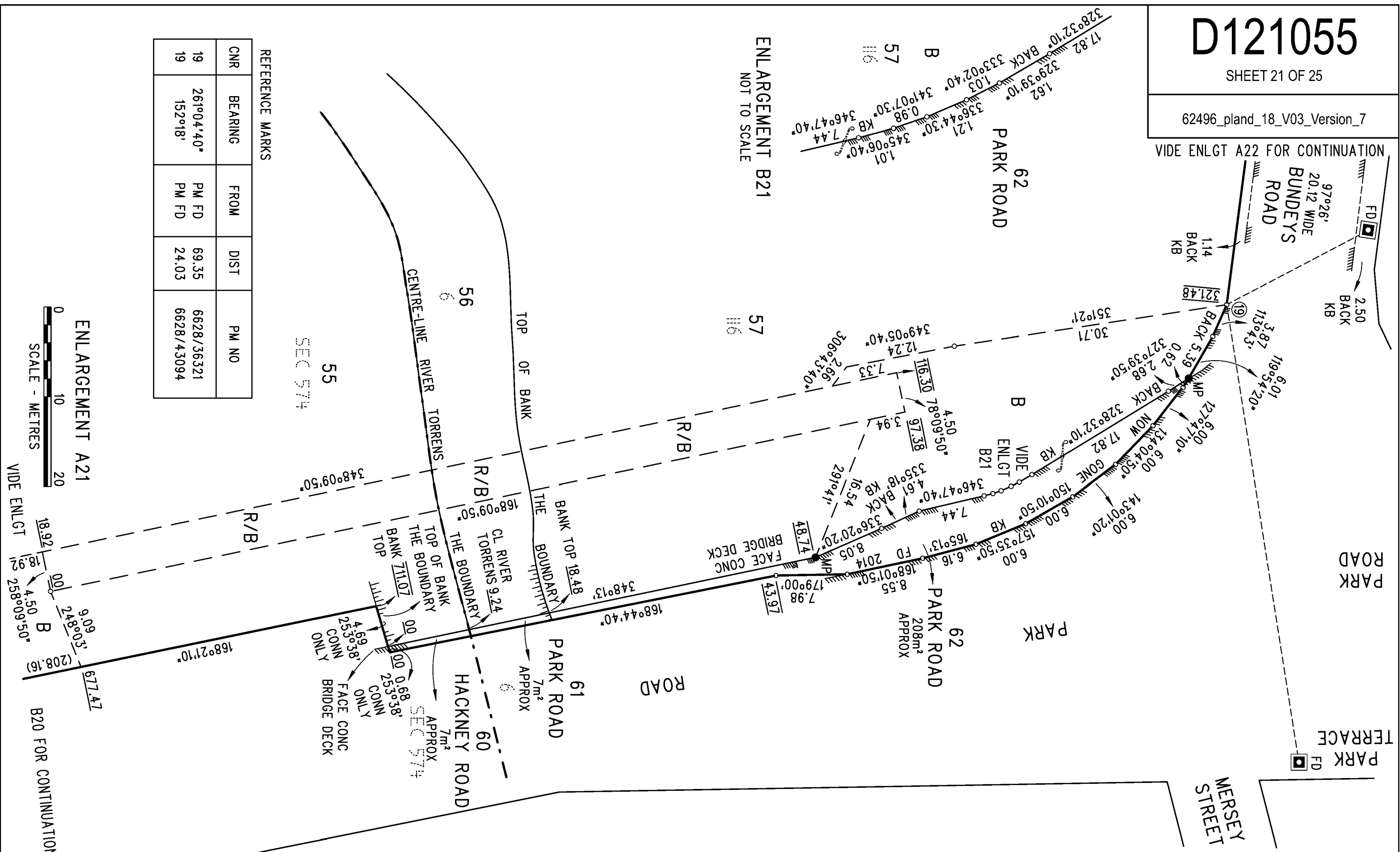
VIDE ENLGT A22 FOR CONTINUATION

REFERENCE MARKS				
CNR	BEARING	FROM	DIST	PM NO
19	261°04'40"	PM FD	69.35	6628/36321
19	152°18'	PM FD	24.03	6628/43094



VIDE ENLGT

B20 FOR CONTINUATION

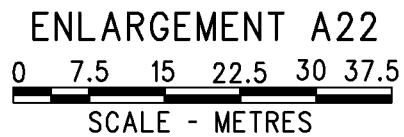
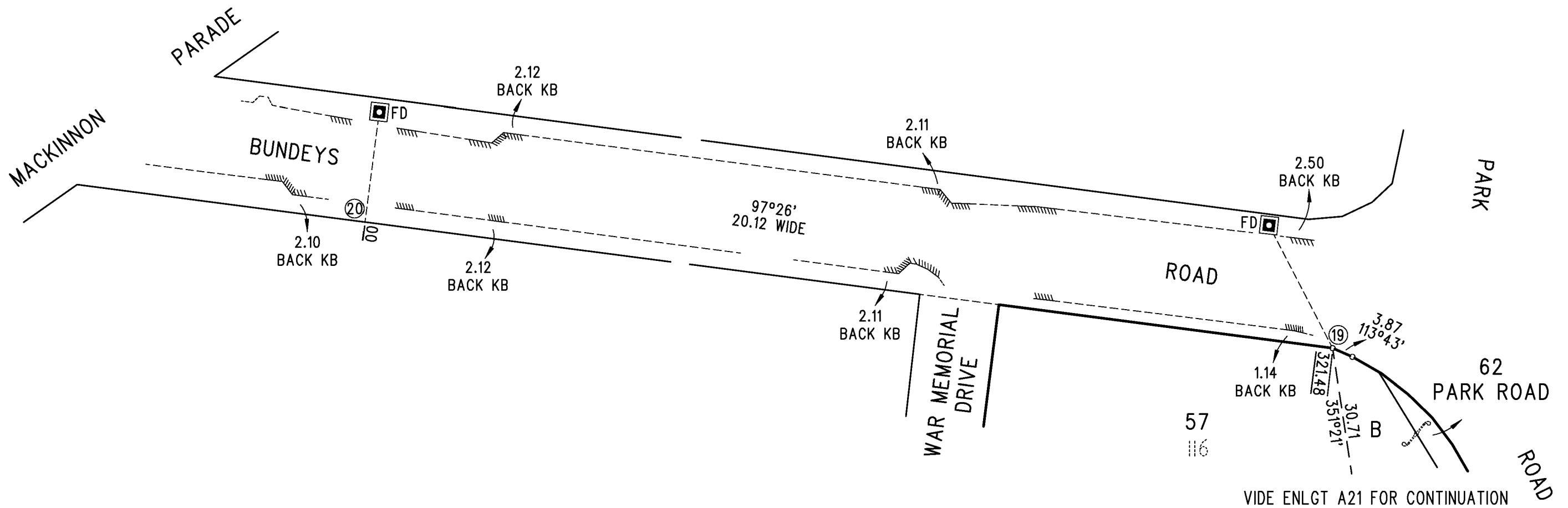


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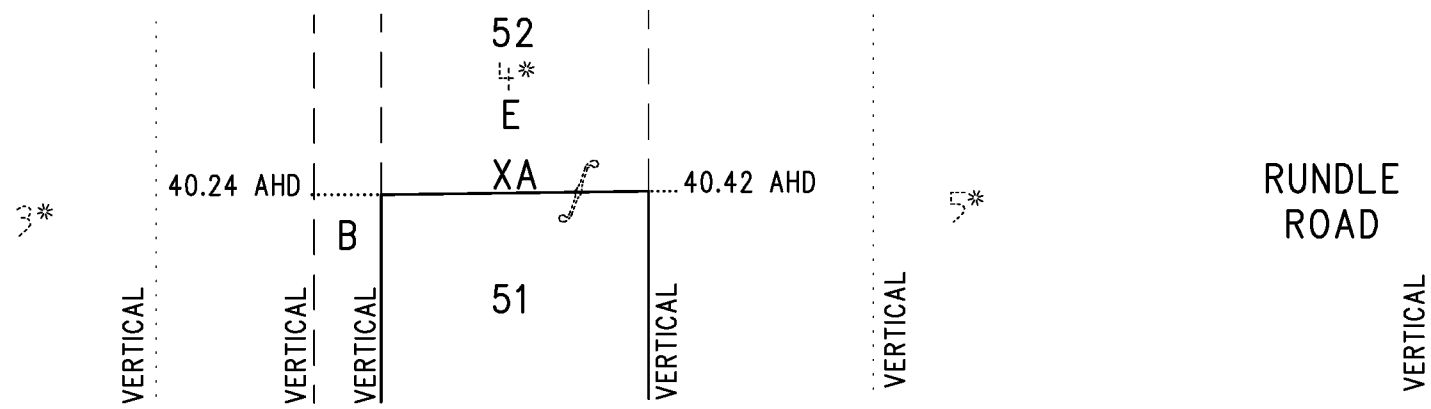
REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
19	152°18'	PM FD	24.03	6628/43094
20	187°26'	PM FD	18.86	6628/43093

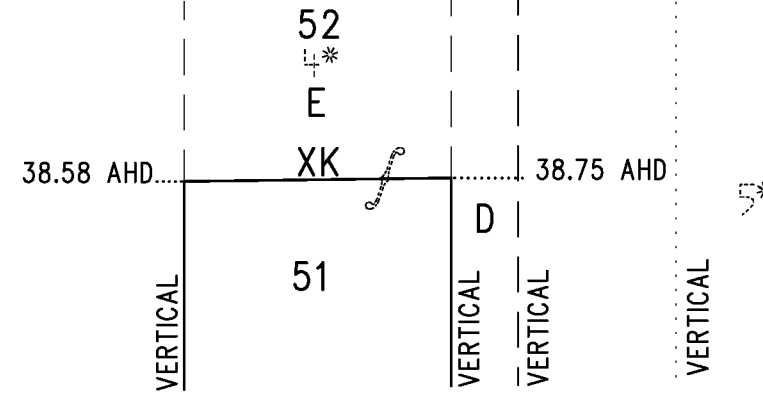


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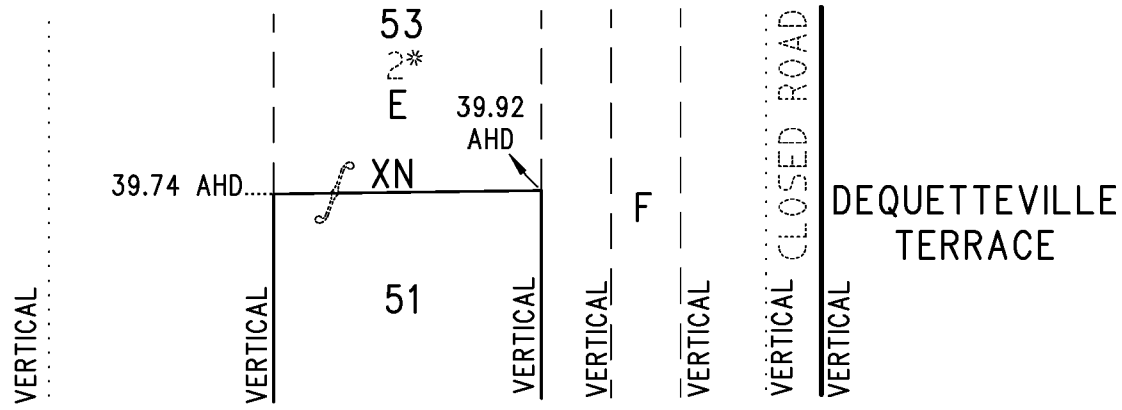
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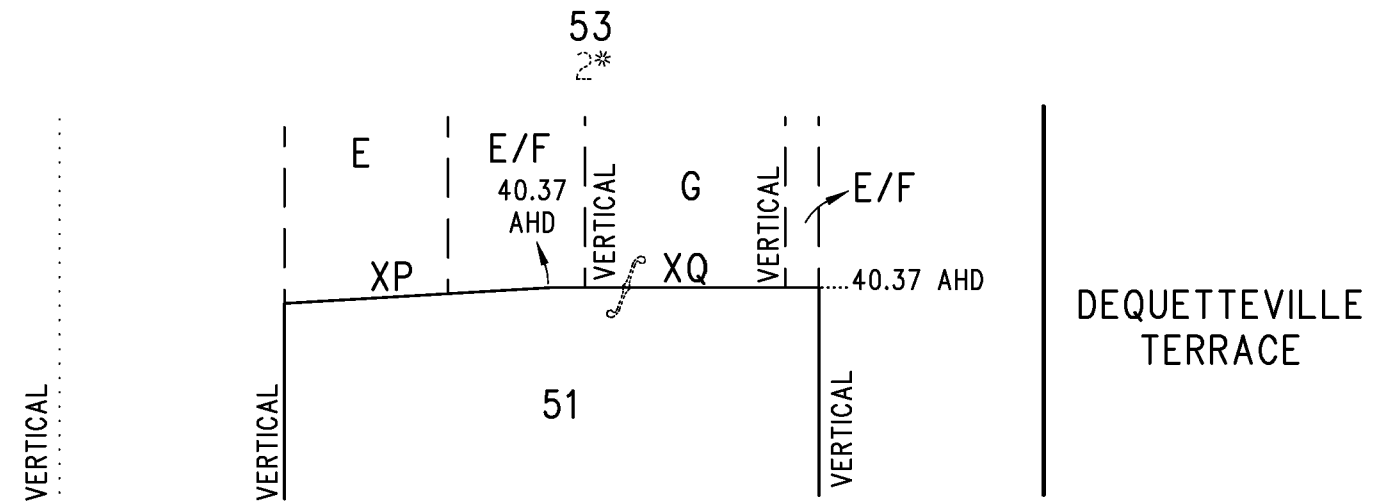
CROSS SECTION A23  
NOT TO SCALE



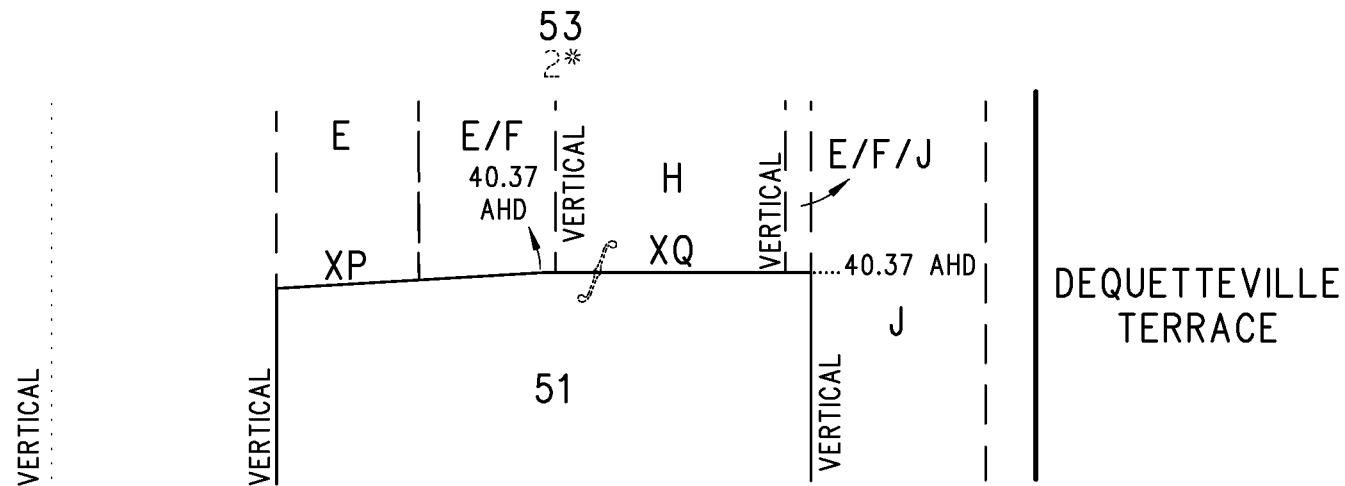
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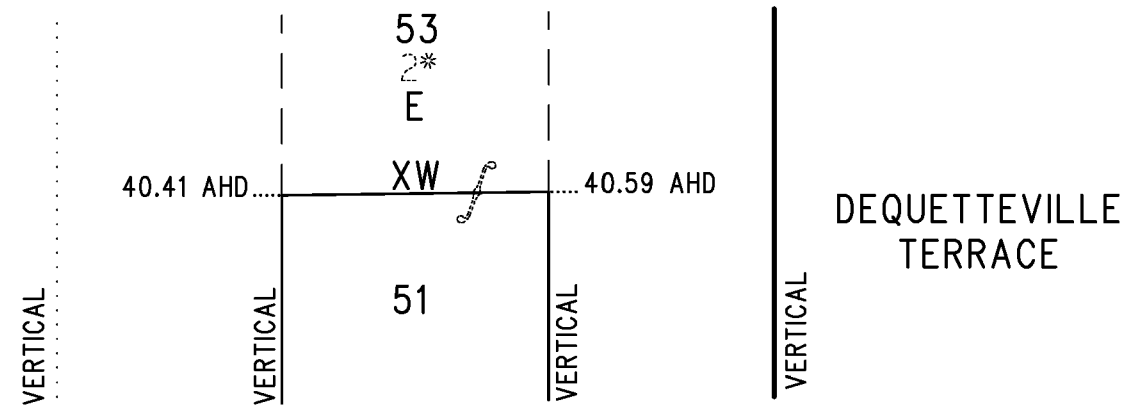
CROSS SECTION C23  
NOT TO SCALE



CROSS SECTION D23  
NOT TO SCALE



CROSS SECTION E23  
NOT TO SCALE



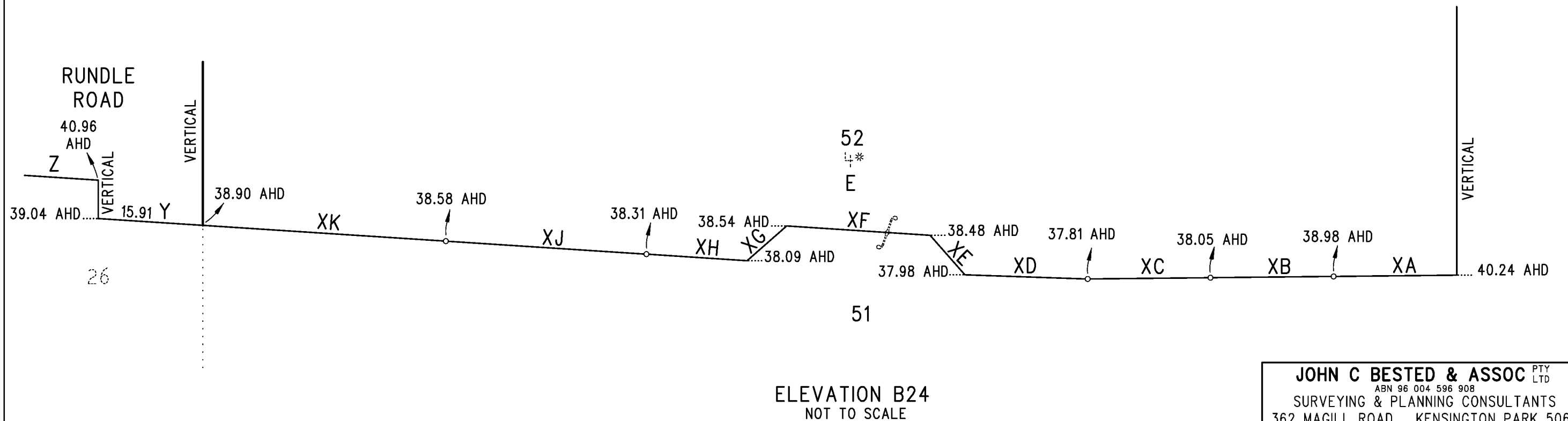
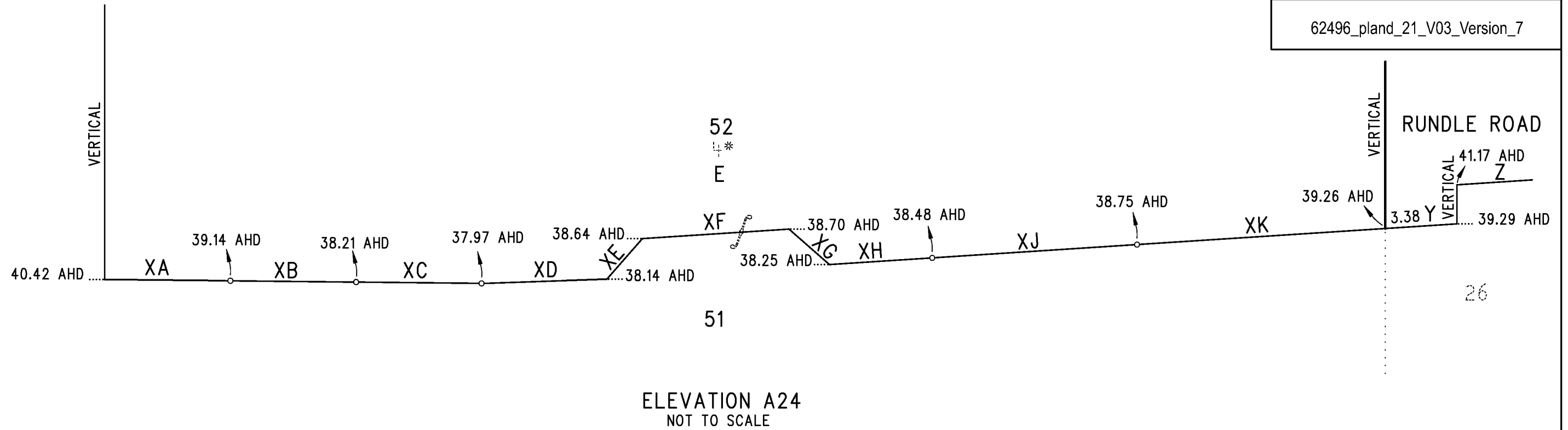
CROSS SECTION F23  
NOT TO SCALE

**JOHN C BESTED & ASSOC** PTY LTD  
 ABN 96 004 596 908  
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 362 MAGILL ROAD KENSINGTON PARK 5068  
 PHONE (08) 8332 7111 FAX (08) 8364 1829  
 email surveyors@johnbested.com.au

D121055

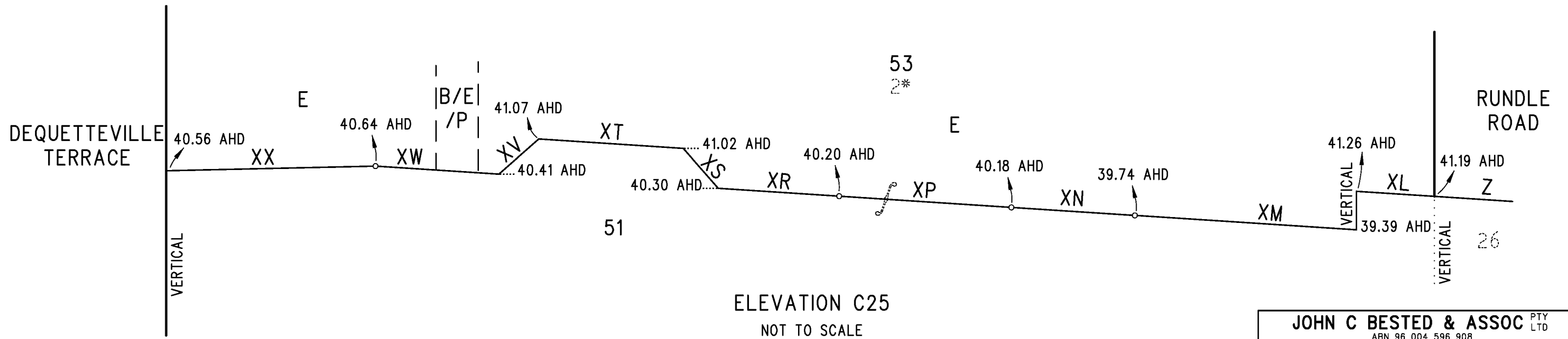
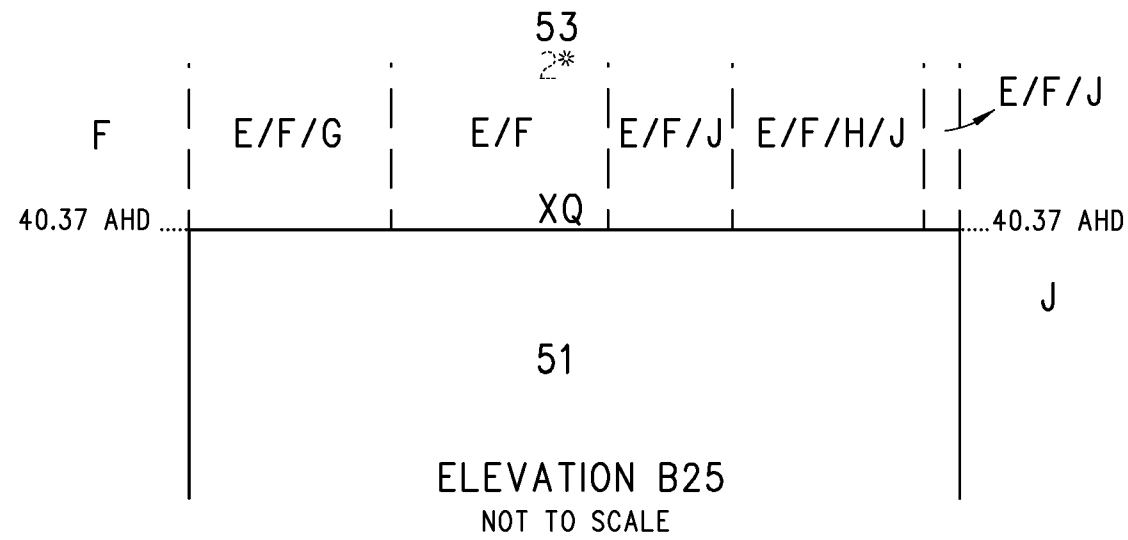
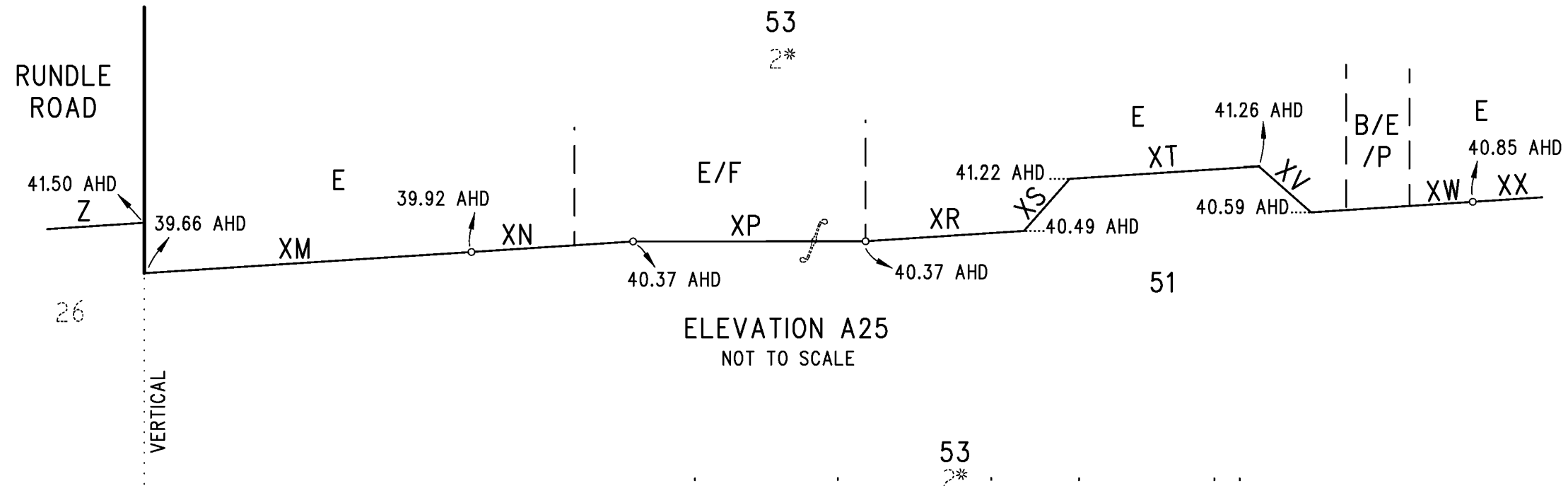
SHEET 24 OF 25

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REF 17930.2	DRAWING 17930.2	VERSION 6
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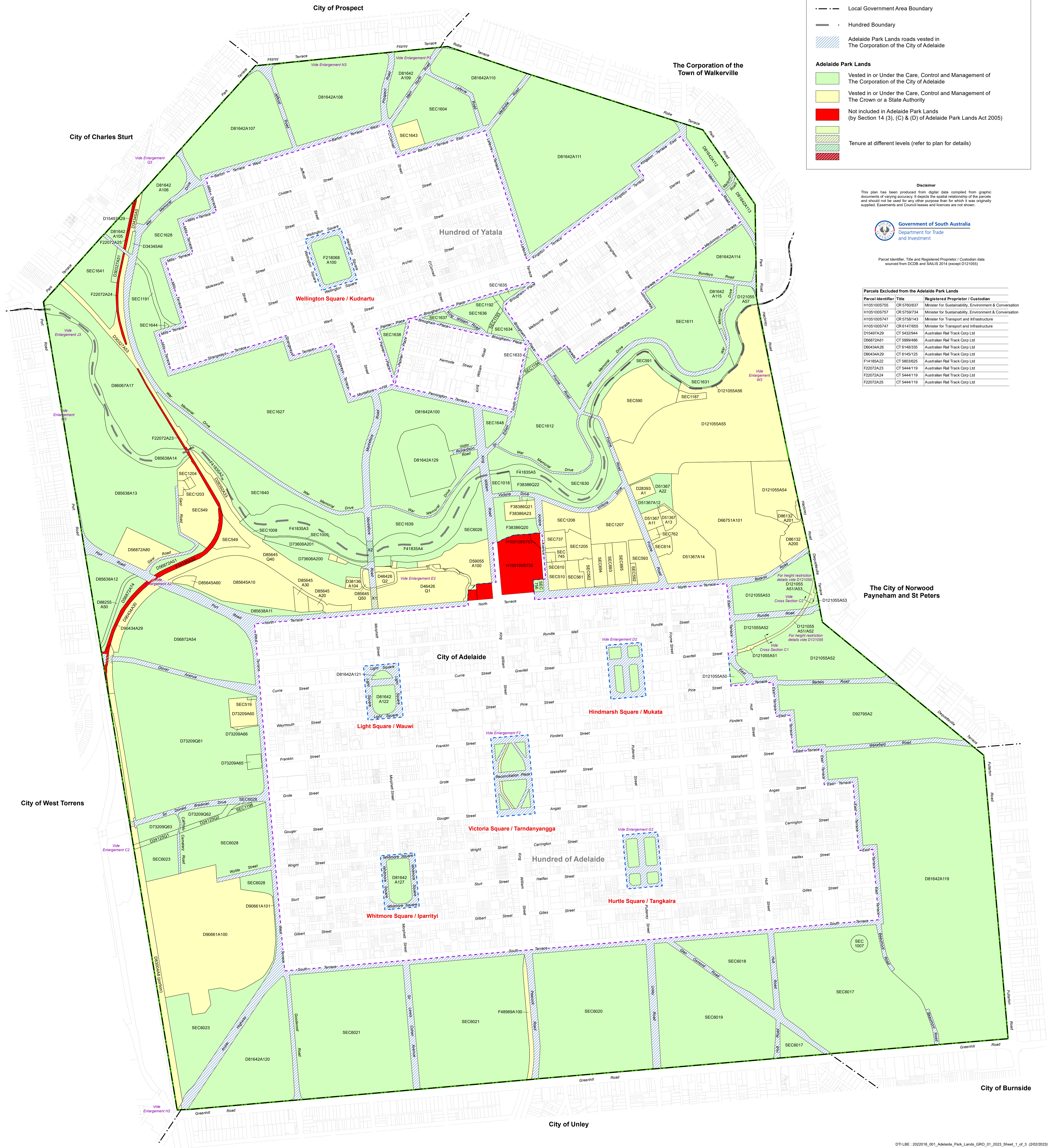
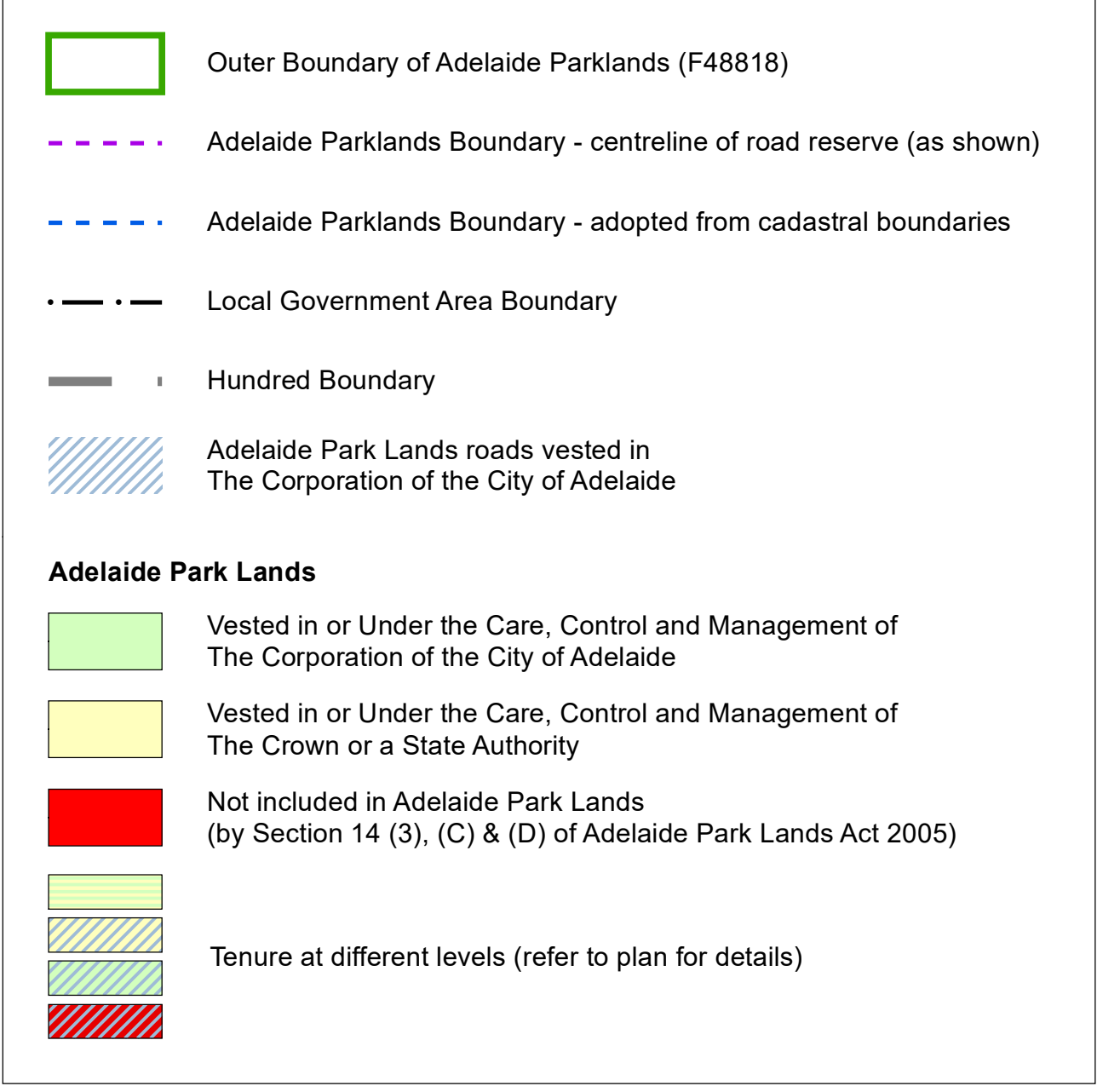
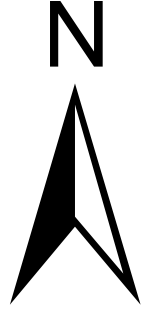


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# **Appendix F**

**GRO Plan to vary Adelaide Park Lands Plan GRO 01/2014**



Disclaimer: This plan has been produced from digital data compiled from geographic information system data. It depicts the spatial relationships of the parcels and is not intended to be used for any purpose for which it was not originally supplied. Easements and Council leases and licences are not shown.



Parcel Identifier, Title and Registered Proprietor / Custodian data sourced from DCOB and SALIS 2014 (except D121055).

Table titled 'Parcels Excluded from the Adelaide Park Lands' with columns for Parcel Identifier, Title, and Registered Proprietor / Custodian. It lists various parcels and their associated owners.

Main data table with columns for Parcel Identifier, Title, Registered Proprietor / Custodian, and other details. It contains a large number of rows listing individual parcels and their management details.

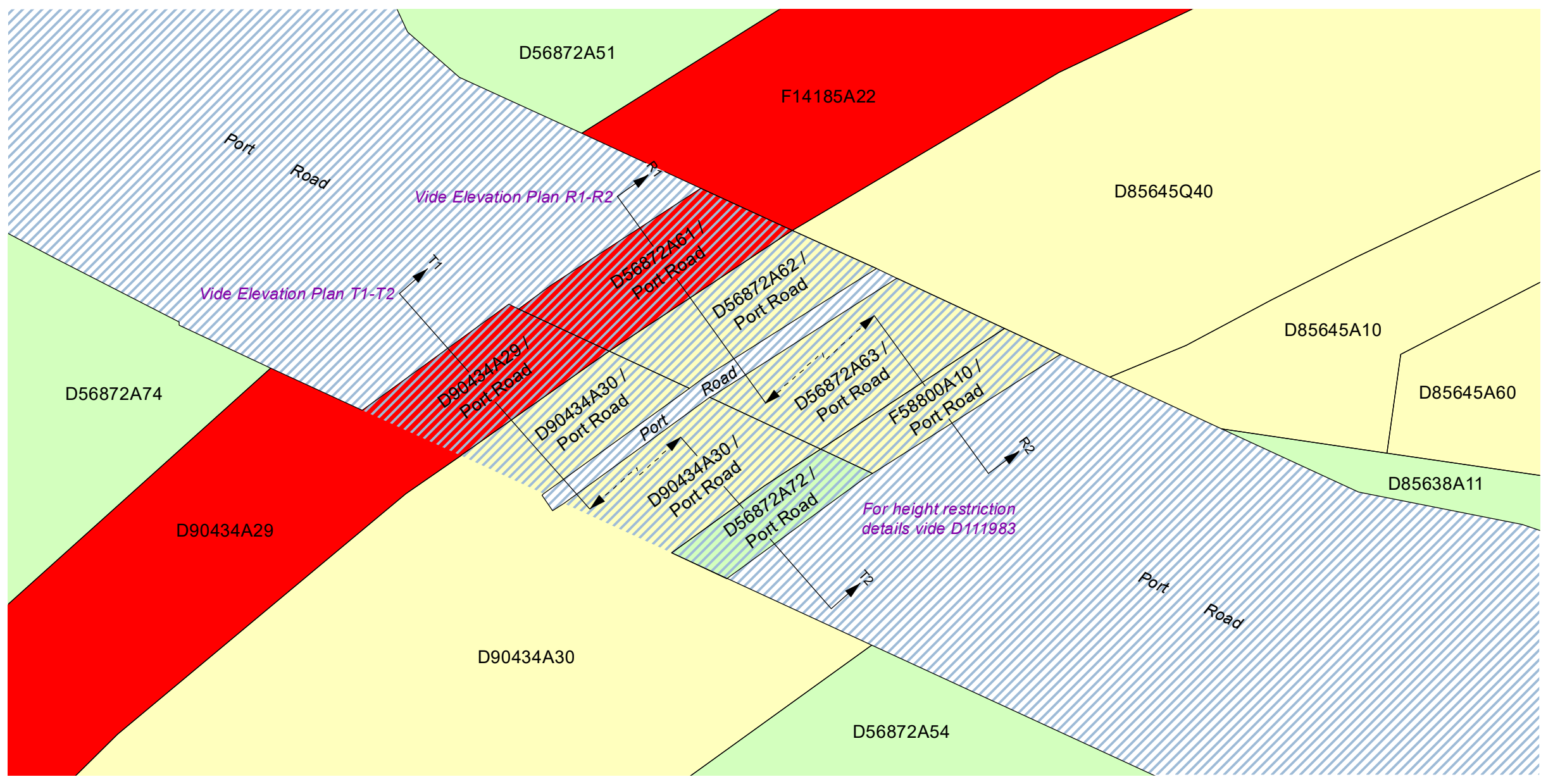
**Legend**

- Outer Boundary of Adelaide Parklands
- Adelaide Parklands Boundary - centreline of road reserve (as)
- Adelaide Parklands Boundary - adopted from cadastral
- Local Government Area
- Hundred Boundary
- Adelaide Park Lands roads vested in The Corporation of the City of Adelaide

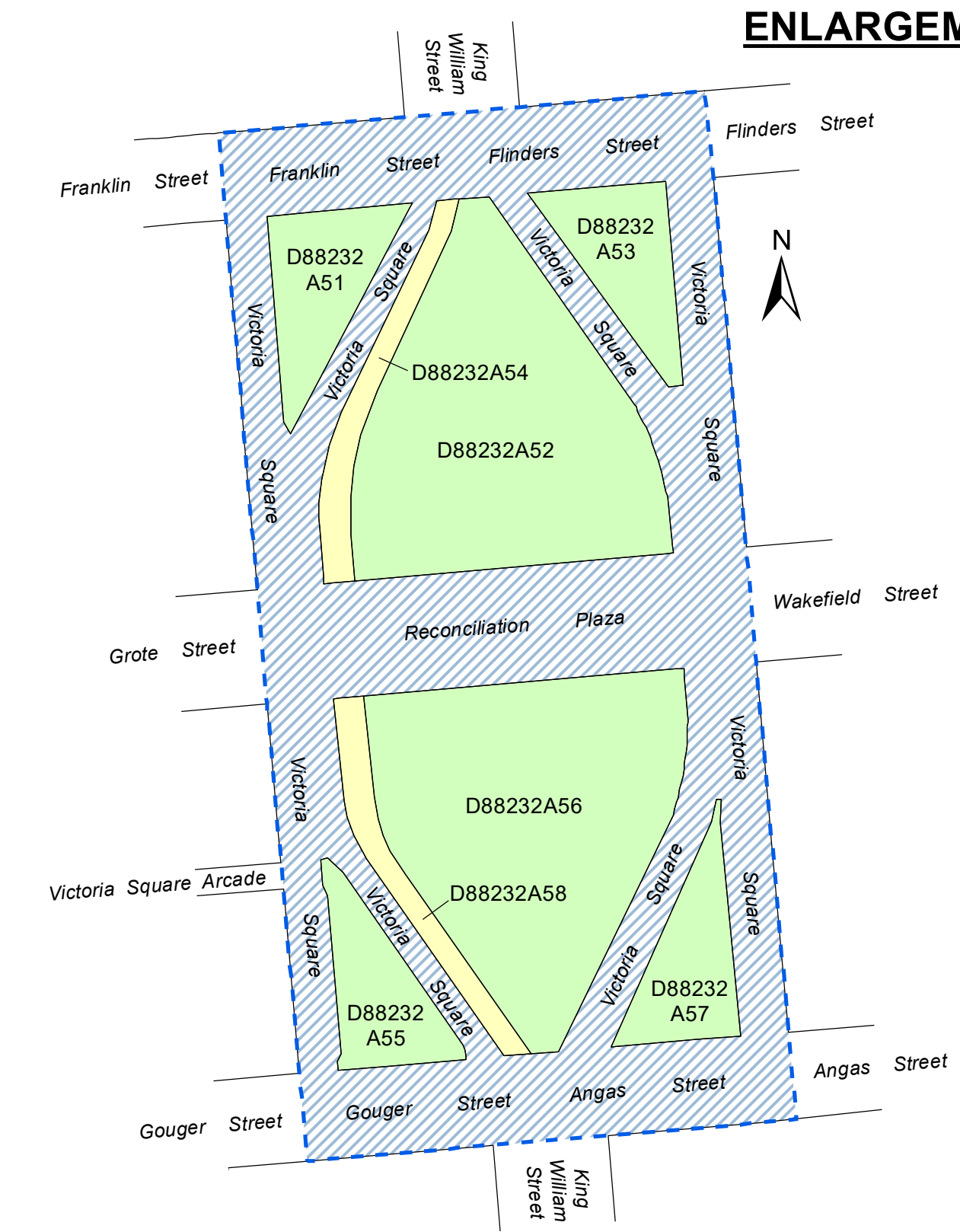
**Adelaide Park Lands**

- Vested in or Under the Care, Control and Management of The Corporation of the City of Adelaide
- Vested in or Under the Care, Control and Management of The Crown or a State Authority
- Not included in Adelaide Park Lands (by Section 14 (3), (C) & (D) of Adelaide Park Lands Act 2005)
- Tenure at different levels (refer to plan for details)

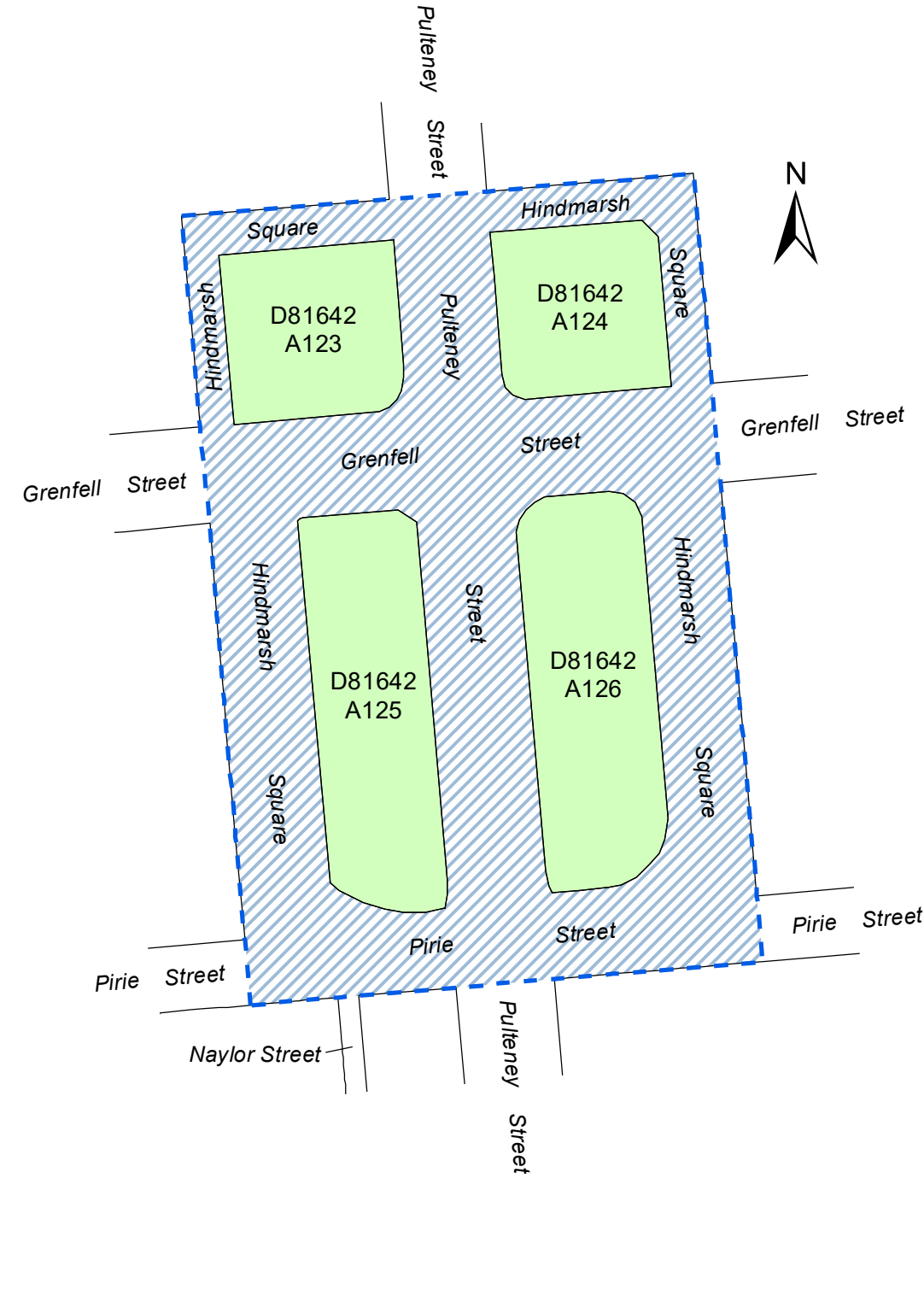
Disclaimer  
 This plan has been produced from digital data compiled from graphic documents of varying accuracy. It depicts the spatial relationship of the parcels and should not be used for any other purpose than for which it was originally supplied. Easements and Council leases and licences are not shown.



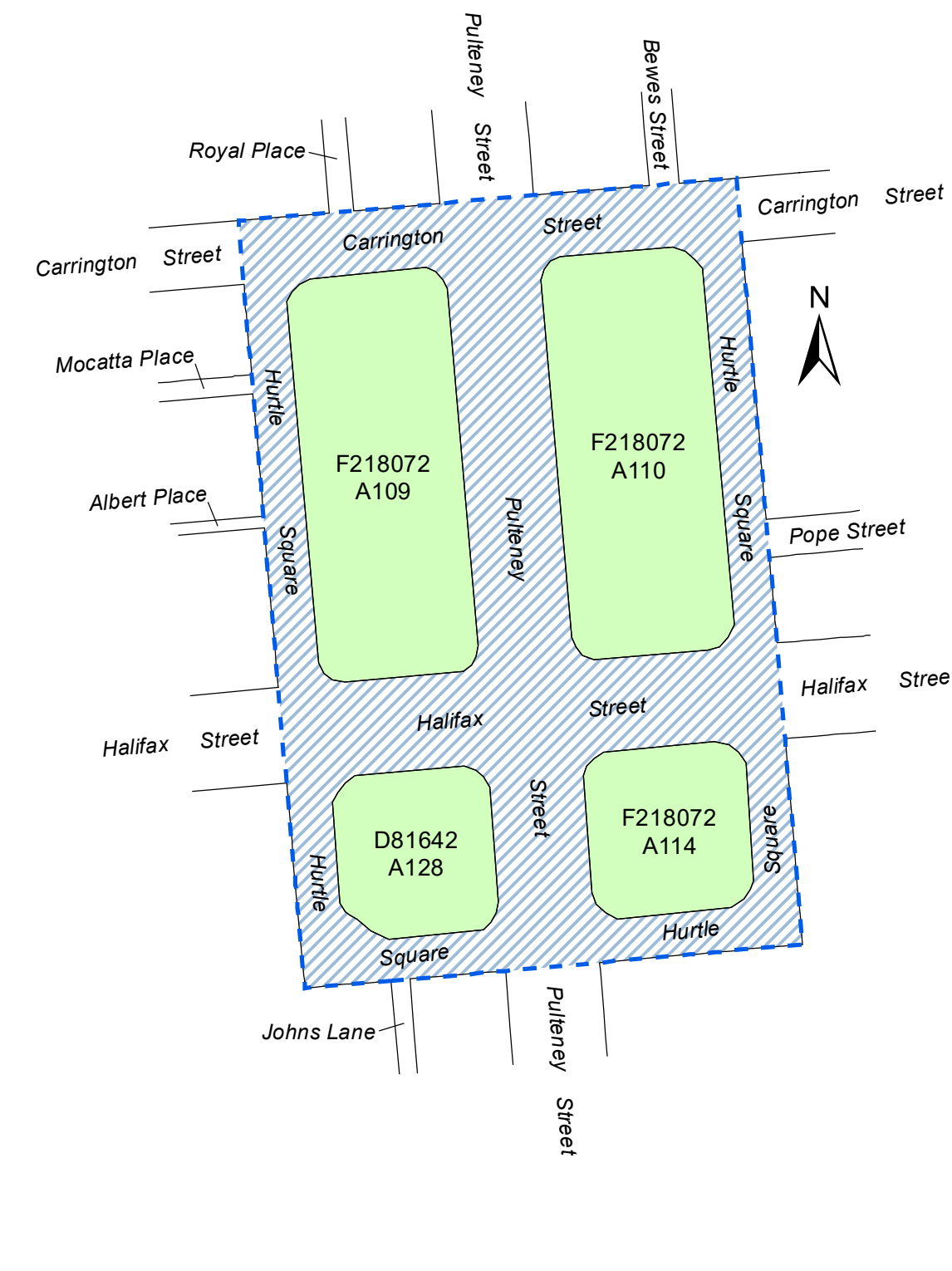
0 10 20 30 40 50 metres



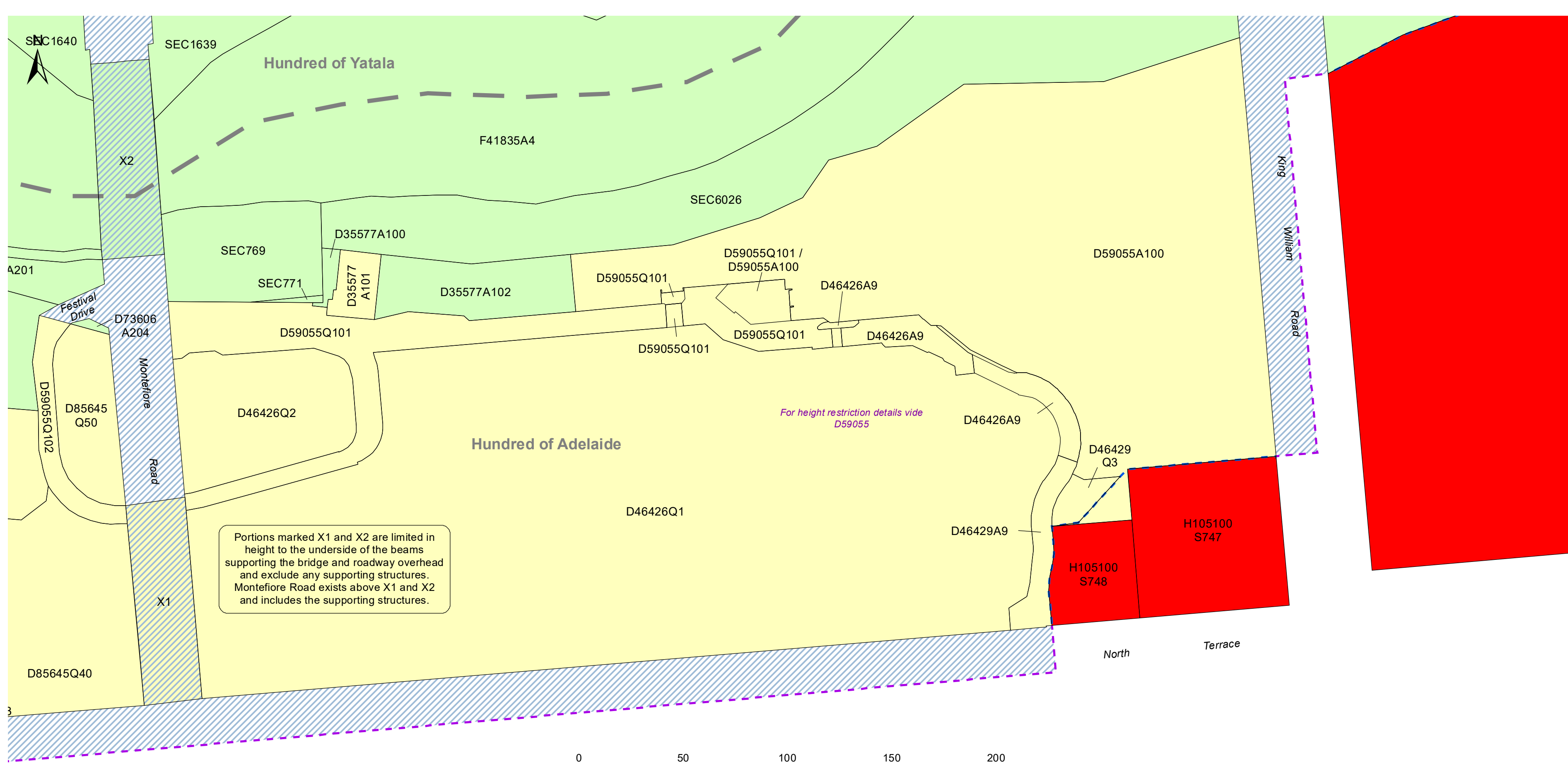
0 50 100 150 200 metres



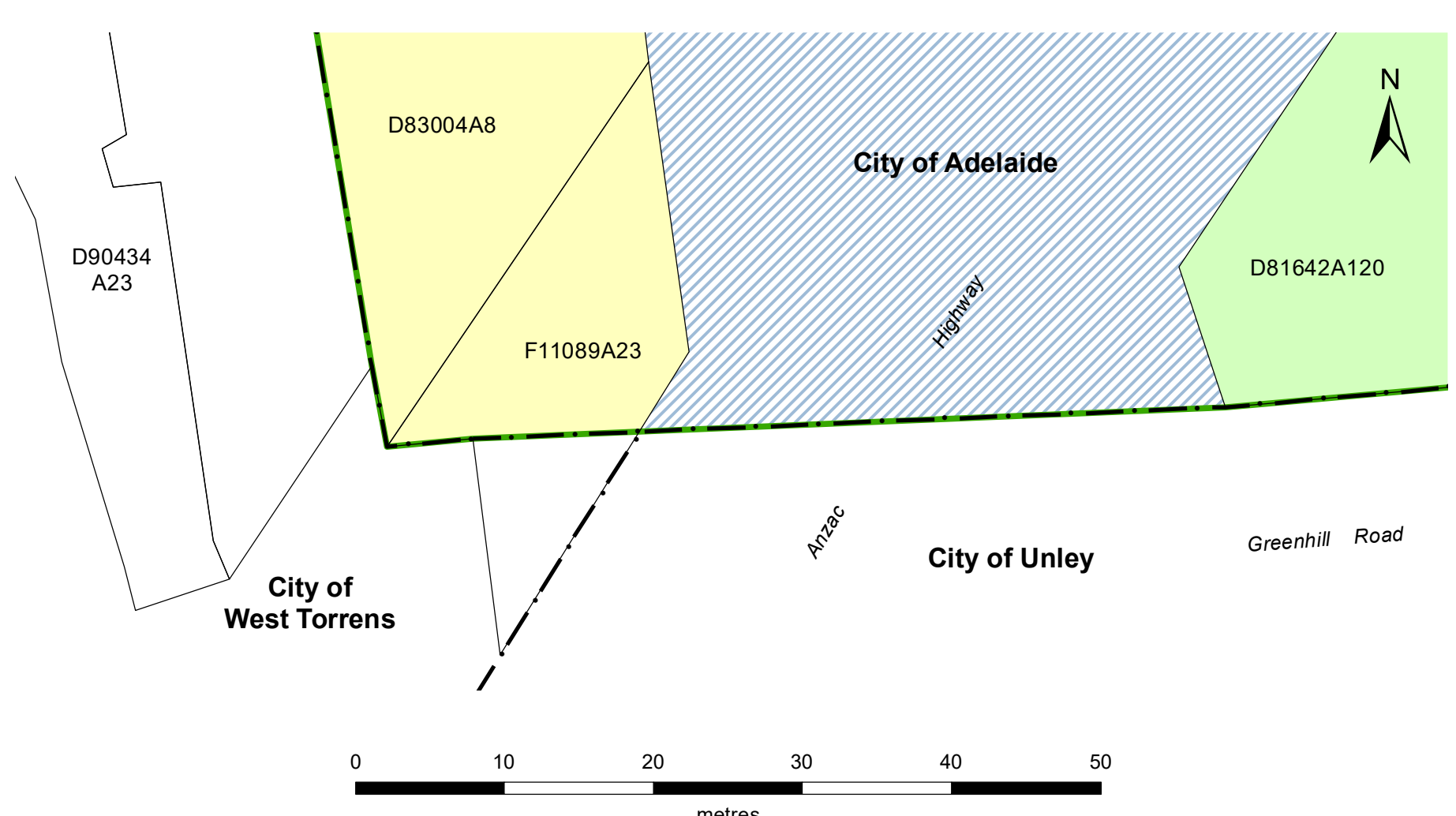
0 50 100 150 200 metres



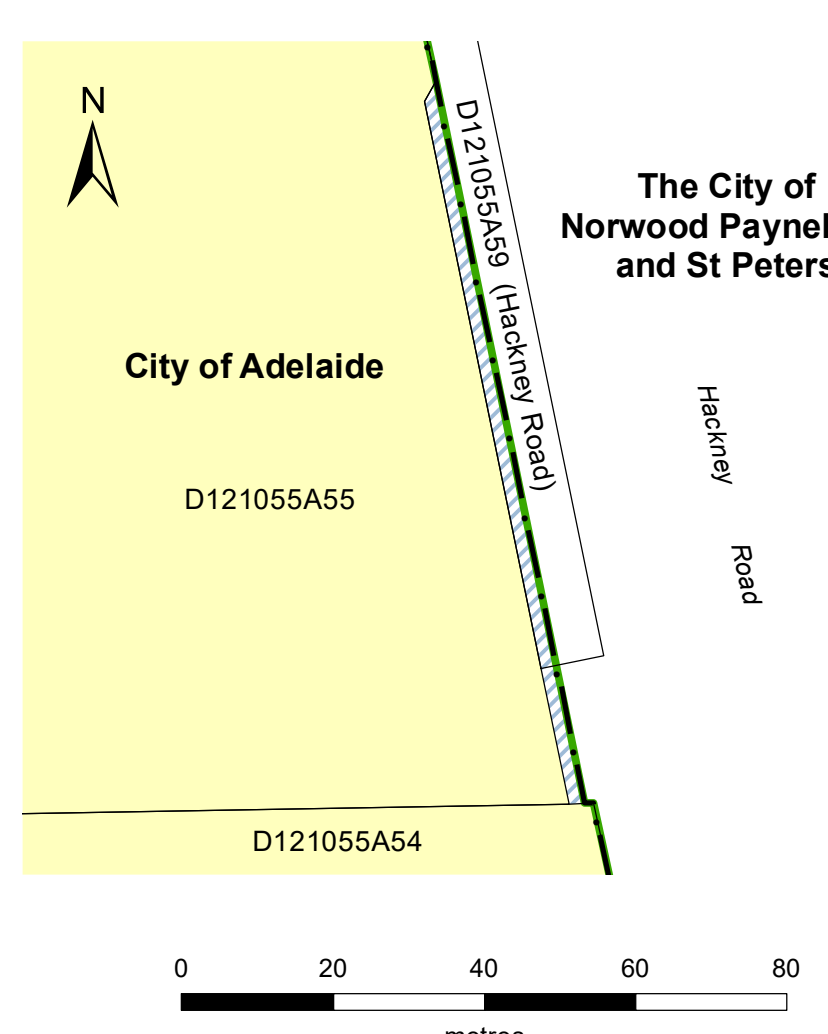
0 50 100 150 200 metres



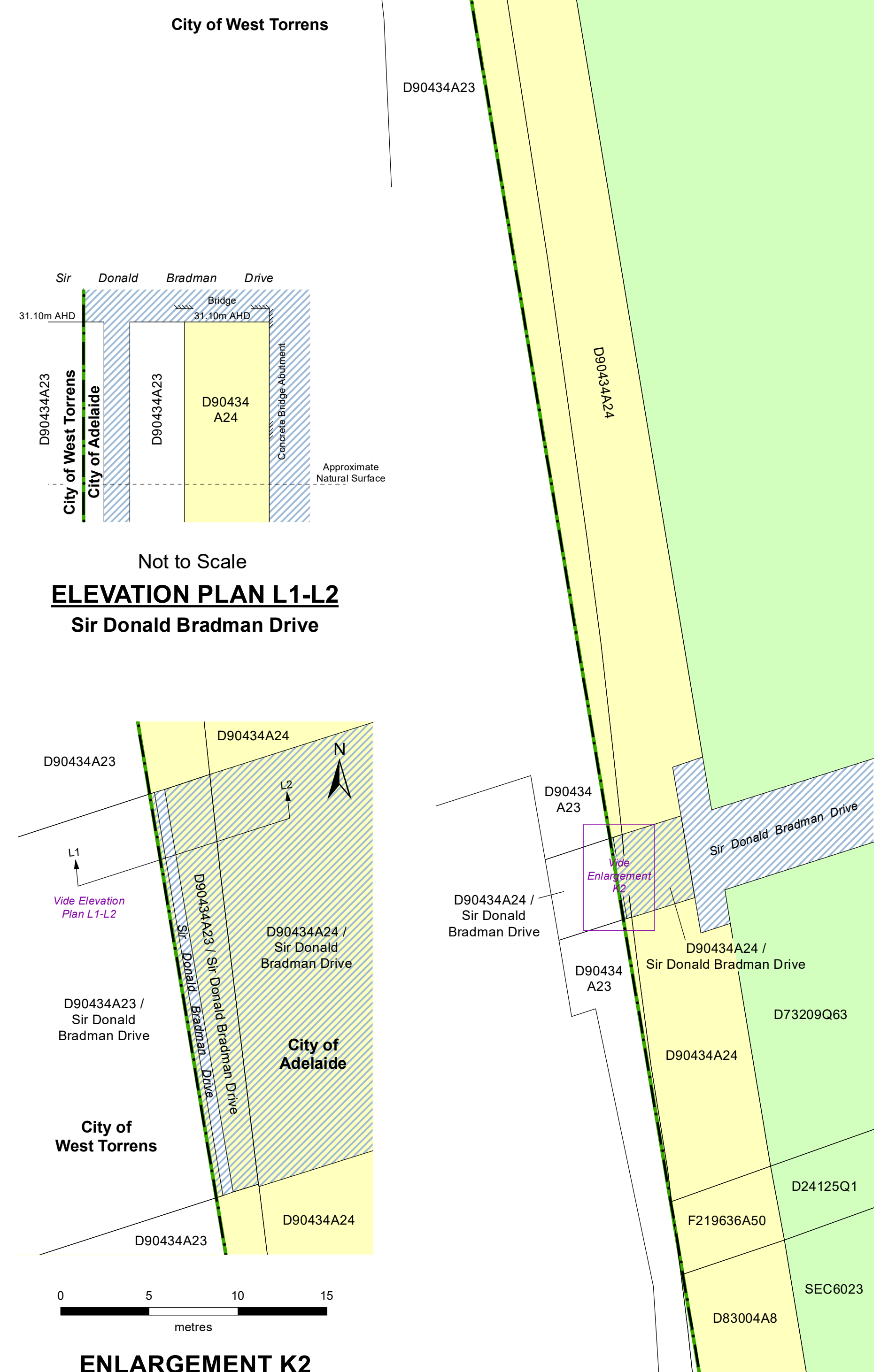
0 50 100 150 200 metres



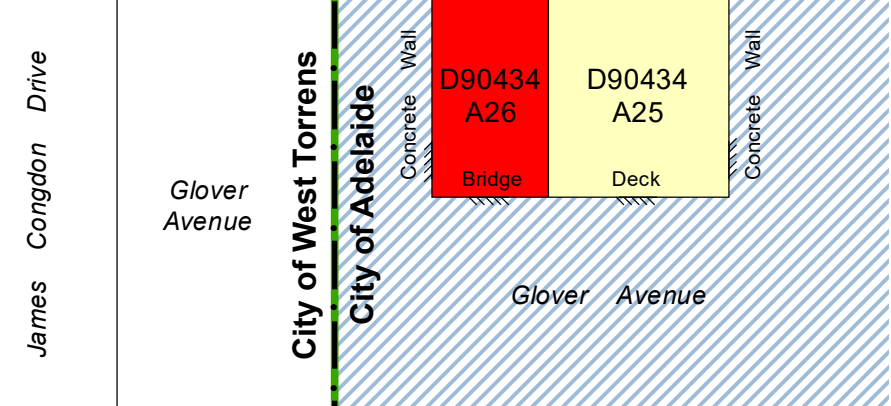
0 10 20 30 40 50 metres



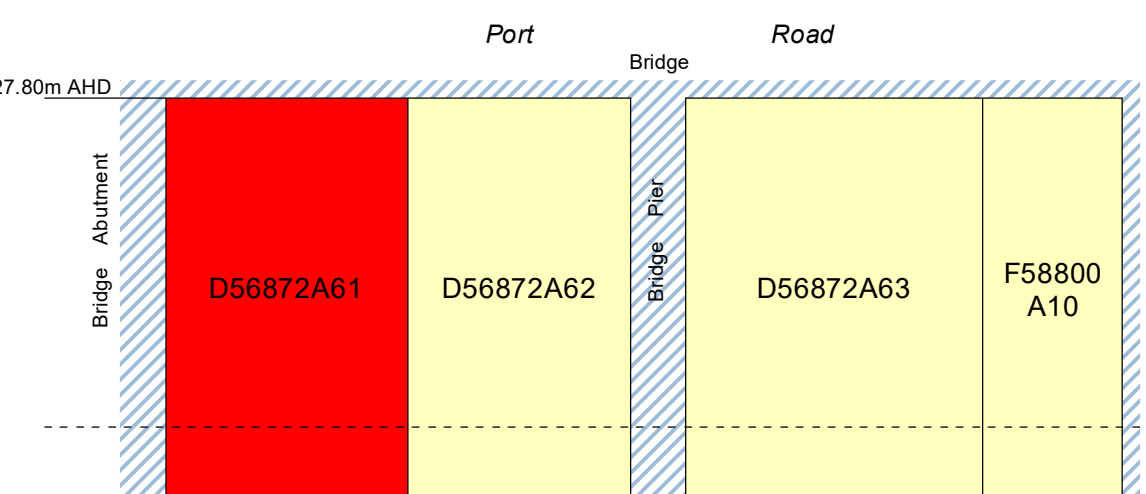
0 20 40 60 80 metres



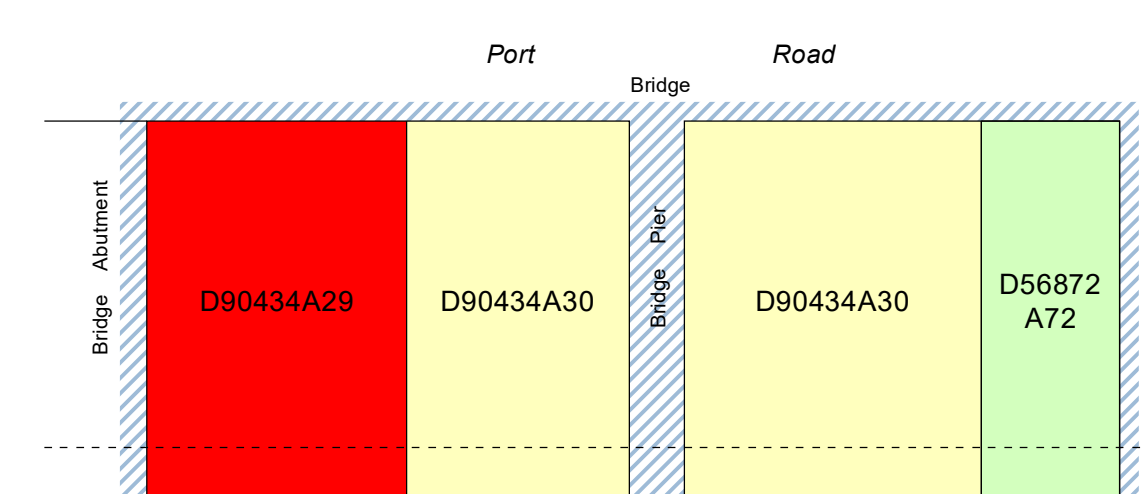
0 5 10 15 metres



Not to Scale  
ELEVATION PLAN L3-L4  
Glover Avenue

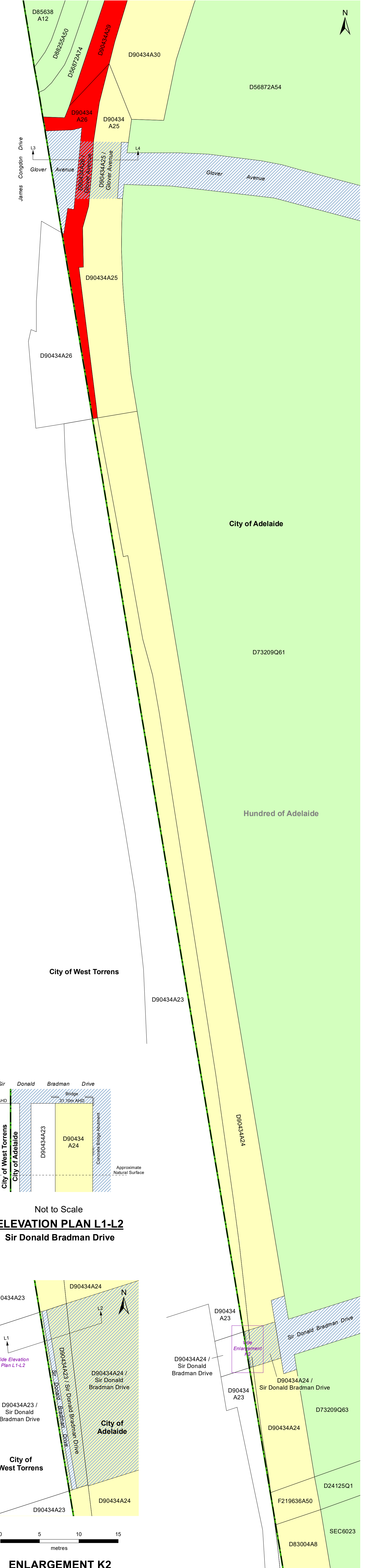


Not to Scale  
ELEVATION PLAN R1-R2  
Port Road Bridge



Not to Scale  
ELEVATION PLAN T1-T2  
Port Road Bridge

ENLARGEMENT C2  
0 50 100 150 metres



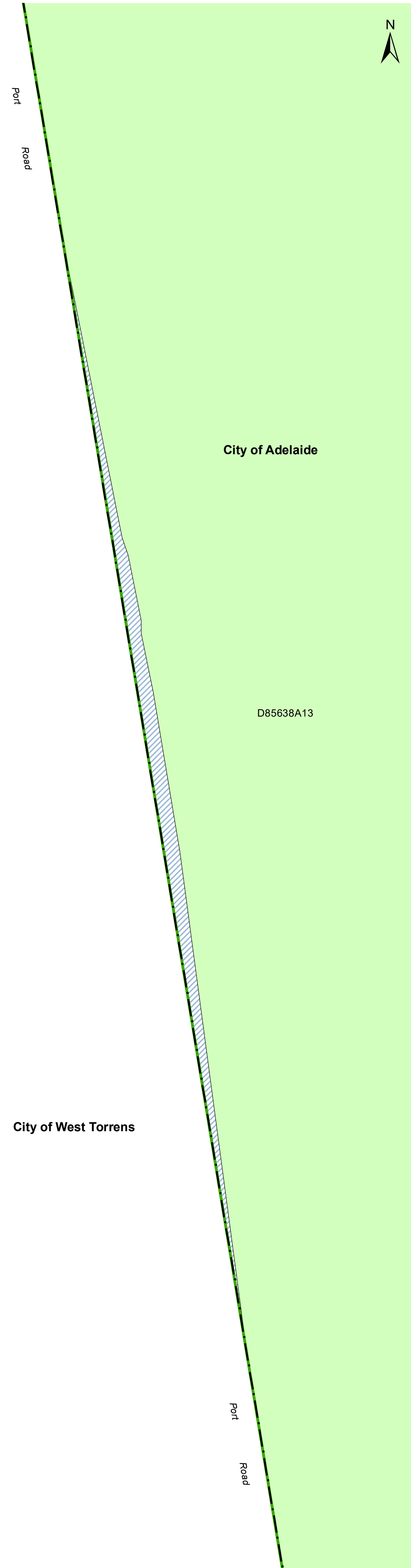
**Legend**

- Outer Boundary of Adelaide Parklands (F48818)
- Adelaide Parklands Boundary - centreline of road reserve (as shown)
- Adelaide Parklands Boundary - adopted from cadastral boundaries
- Local Government Area Boundary
- Hundred Boundary
- Adelaide Park Lands roads vested in The Corporation of the City of Adelaide

**Adelaide Park Lands**

- Vested in or Under the Care, Control and Management of The Corporation of the City of Adelaide
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- Not included in Adelaide Park Lands (by Section 14 (3), (C) & (D) of Adelaide Park Lands Act 2005)
- Tenure at different levels (refer to plan for details)

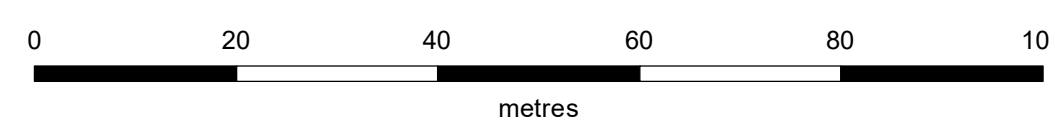
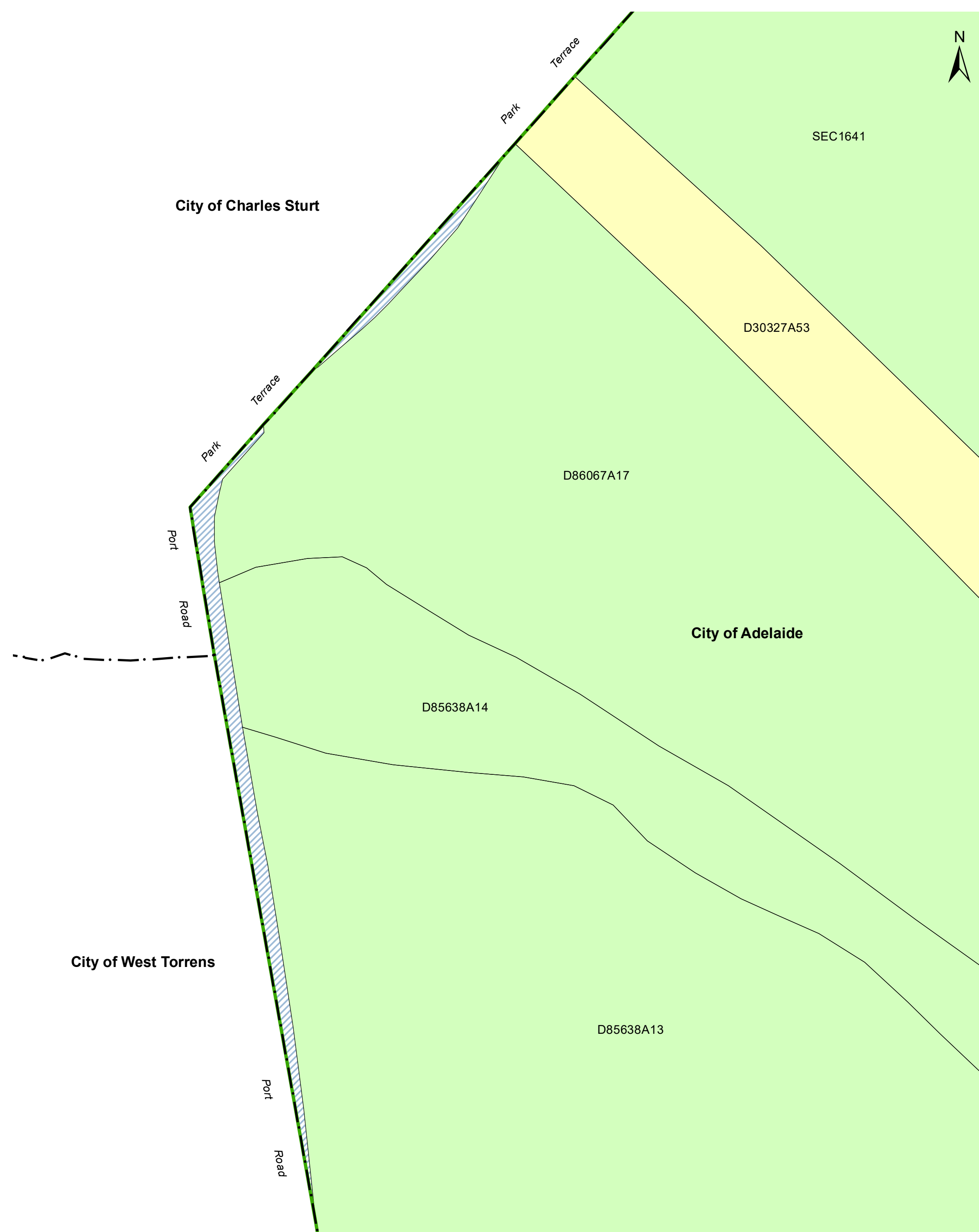
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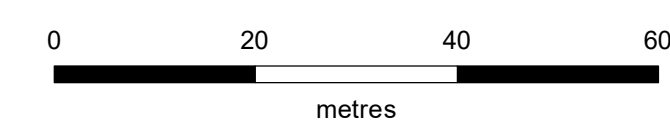
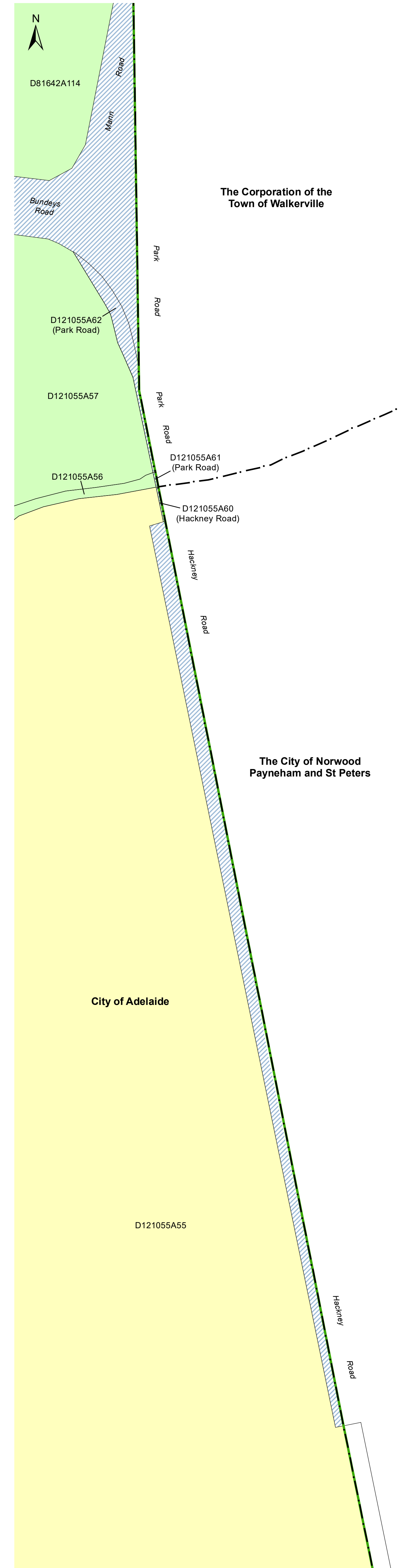
**ENLARGEMENT M3**



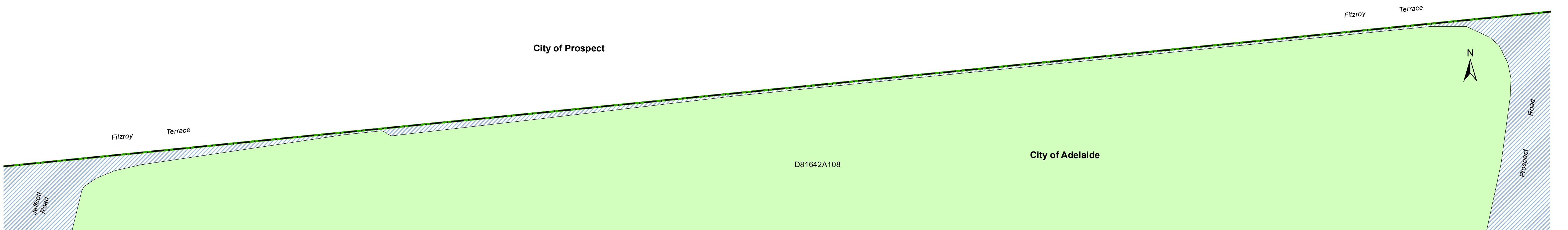
Not to Scale  
**ENLARGEMENT Q3**



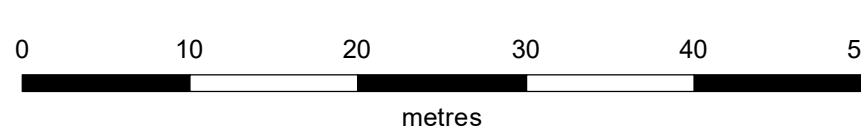
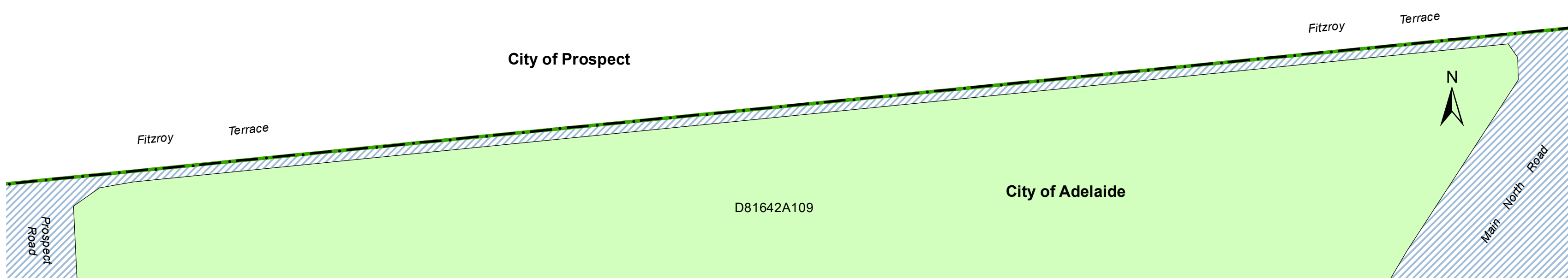
**ENLARGEMENT J3**



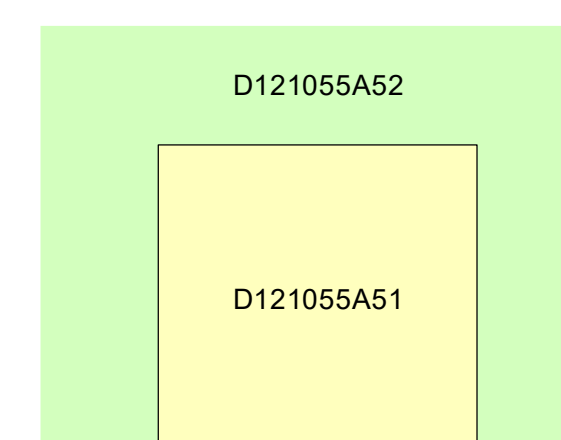
**ENLARGEMENT W3**



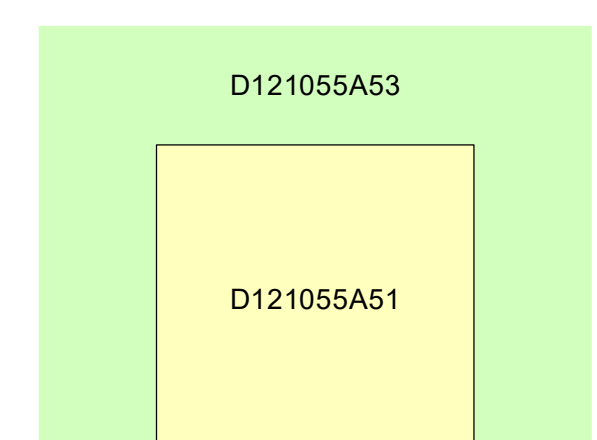
**ENLARGEMENT N3**



**ENLARGEMENT P3**



Not to Scale  
**CROSS SECTION C1**  
 For height restriction details  
 vide D121055



Not to Scale  
**CROSS SECTION C2**  
 For height restriction details  
 vide D121055