

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA
GRANT OF EASEMENT
FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
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SERIES NO	PREFIX
	TG

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

AGENT CODE

LODGED BY:

COWELL CLARKE CCL1

CORRECTION TO:

COWELL CLARKE CCL1

SUPPORTING DOCUMENTATION LODGED WITH APPLICATION
(COPIES ONLY)

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

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

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

GRANT OF EASEMENT

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

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 OVER WHICH RIGHTS AND LIBERTIES ARE BEING GRANTED

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

ESTATE & INTEREST

Fee simple

GRANTOR(S) (Full name and address)

YOUNG GUN COLLECTIVE PTY LTD ACN 653 516 235 of 69 Mortlock Terrace, Port Lincoln SA 5606

CONSIDERATION (Words and figures)

Nil (Value does not exceed \$100.00)

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

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

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

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

1. The Grantor hereby grants to the Grantee and its employees, agents, contractors, workmen and invitees and others authorised by the Grantee a full and free right and liberty over that portion of the land in Certificate of Title Volume [INSERT] Folio [INSERT] marked [INSERT] in [INSERT] to pass and repass at any time with or without motor vehicles.
2. The Grantor grants to the Grantee and its employees, agents, contractors and workmen a right to install, maintain and replace directional and traffic management signage on that portion of the land comprised in Certificate of Title Volume [INSERT] Folio [INSERT] marked [INSERT] in [INSERT] as the Grantee shall reasonably determine.

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

TO BE HELD APPURTENANT TO:-

HERE SET FORTH THE APPURTENANCE AND DEFINE PRECISELY

Easement in gross.

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

To be completed by lodging party

ANNEXURE to Grant of Easement dated
over Certificate of Title Volume [INSERT] Folio [INSERT]

Office Use Only

NUMBER

ANNEXURE A

1. Installation of Traffic Control Devices

The Grantee agrees at its own cost and expense to install the Traffic Control Devices on the Easement Land, for the purpose of notifying the Parking Restrictions and enforcing those Parking Restrictions.

2. Maintenance of Land

The Grantor will at all times at its cost maintain the Easement Land in good and substantial repair and condition, excluding the Traffic Control Devices.

3. Parking Controls

The Grantor and Grantee acknowledge and agree that the Grantee will impose the Parking Restrictions and the Grantor agrees with the Grantee to:

- 3.1 comply with the Parking Restrictions;
- 3.2 permit the Grantee to enforce the Parking Restrictions.

4. Definitions

In this easement unless the contrary intention appears:

- 4.1 "**Easement Land**" means portion of the land comprised in Certificate of Title Volume [INSERT] Folio [INSERT] marked [INSERT] in [INSERT DESCRIPTION OF PLAN IDENTIFYING THE RELEVANT PORTION OF THE CLOSED ROAD];
- 4.2 "**Grantee**" means The Corporation of the City of Adelaide or any person authorised by it;
- 4.3 "**Grantor**" means the proprietor or proprietors from time to time of the Land and includes its tenants, employees, agents, contractors, managers and caretakers, visitors, workmen and invitees;
- 4.4 "**Land**" means the whole of the land comprised in Certificate of Title Volume [INSERT] Folio [INSERT];
- 4.5 "**Parking Restrictions**" means a prohibition on any motor vehicle stopping or parking on the Land; and
- 4.6 "**Traffic Control Devices**" has the same meaning as defined in the *Road Traffic Act 1961* as at the date of this Grant of Easement.

5. Covenants to Bind Successors

The Grantor and Grantee's rights and obligations under this easement bind each of its respective heirs, successors, transferees and assigns.

DATED

CERTIFICATION **Delete the inapplicable*

Grantor(s)

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

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

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

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

Signed By:

for:

On behalf of the Grantor

Grantee(s)

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

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

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

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

Signed By:

for:

On behalf of the Grantee

CONSENT TO THE GRANT OF AN EASEMENT

CONSENTING PARTY (Full Name and Address)

NATURE OF ESTATE OR INTEREST HELD

I/We the consenting party consent to the

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

* Strike through the inapplicable

EXECUTION BY CONSENTING PARTY

DATED

.....
Signature of CONSENTING PARTY

.....
Signature of CONSENTING PARTY

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

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

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

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

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Address of Witness

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Address of Witness

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Business Hours Telephone No

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Business Hours Telephone No.