

FORM TG (Version 1)  
GUIDANCE NOTES AVAILABLE

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)

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

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

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

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### ESTATE & INTEREST

Fee simple

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

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

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### CONSIDERATION (Words and figures)

Nil (Value does not exceed \$100.00)

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

[INSERT RELEVANT ADJOINING OWNER DETAILS]

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

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

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 DESCRIPTION OF PLAN IDENTIFYING THE RELEVANT PORTION OF THE CLOSED ROAD] to pass and repass at any time either with or without motor vehicles.
2. A full and free right to the uninterrupted transmission and enjoyment of light and air over that portion of Certificate of Title Volume [INSERT] Folio [INSERT] marked [INSERT] in [INSERT DESCRIPTION OF PLAN IDENTIFYING THE RELEVANT PORTION OF THE CLOSED ROAD].

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

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

**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
<b>ANNEXURE to Grant of Easement dated</b> <b>over Certificate of Title Volume [INSERT] Folio [INSERT]</b>	<b>NUMBER</b>

**ANNEXURE A**

**1. Parking Restrictions**

- 1.1 The Grantee acknowledges and agrees that it will be necessary for the Corporation of the City of Adelaide to impose the Parking Restrictions and the Grantee agrees with the Grantor to comply with the Parking Restrictions.
- 1.2 The Grantee agrees that notwithstanding anything contained in this Grant of Easement the rights of the Grantee pursuant to this Easement are subject in all respects to the Parking Restrictions and the Grantee agrees with the Grantor that it must not and shall not be permitted to exercise any rights under this Easement in a manner inconsistent with the Parking Restrictions, and the Grantee must at all times comply with the Parking Restrictions.
- 1.3 The Grantor agrees with the Grantee to comply with the Parking Restrictions.

**2. Entitlement to Retain and Replace Awning**

Notwithstanding the grant of the right to the uninterrupted transmission and enjoyment of light and air over the Easement Land the Grantee acknowledges and agrees that the Grantor shall be entitled to retain the awning situated as at the date of this Grant of Easement over a portion of the Easement Land ("**Awning**") and shall be entitled from time to time to replace the Awning with an awning in the same or similar location to the Awning and having the same or similar dimensions as the Awning.

**3. Maintenance of Land and Future Modifications**

- 3.1 The Grantor will at all times at its cost maintain:
  - 3.1.1 the Easement Land in good and substantial repair and condition and fit for the purpose of passing and re-passing with or without motor vehicles; and
  - 3.1.2 the Awning (and all subsequent awnings replacing the Awning from time to time) in good and substantial repair and condition.
- 3.2 The Grantor agrees that any modifications made by the Grantor to the Easement Land must be fit for the purpose for the passing and re-passing at any time with or without motor vehicles.

**4. No Waste or Waste Receptacles on Easement Land**

- 4.1 The Grantor must not place or permit any other party to place any waste or waste receptacles on the Easement Land.
- 4.2 The Grantee must not place or permit any other party to place any waste or waste receptacles on the Easement Land.

**5. Definitions**

In this easement unless the contrary intention appears:

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- 5.1 **"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];
- 5.2 **"Grantee"** means [INSERT RELEVANT ADJOINING OWNER DETAILS];
- 5.3 **"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;
- 5.4 **"Land"** means the whole of the land comprised in Certificate of Title Volume [INSERT] Folio [INSERT]; and
- 5.5 **"Parking Restrictions"** means a prohibition on any motor vehicle stopping or parking on the Easement Land which restrictions are to be enforced by the Corporation of the City of Adelaide.

6. **No Boundary Fence or Barrier**

The Grantor must not erect or permit to be erected any fencing or other barrier on the boundary between the Easement Land and the land in Strata Plan No. 7865.

7. **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

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**Grantee(s)**

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

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

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

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

Signed By:

for:

On behalf of the Grantee

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### 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)

.....  
Address of Witness

.....  
Address of Witness

Business Hours Telephone No .....

Business Hours Telephone No. ....