

**LEGAL SERVICES PRECEDENT DOCUMENT**

**CAR PARKING EASEMENT**

**NOTES**

* For car parking only, permits works within the easement area
* Requires grantor to maintain support of easement area and grantee to maintain surface for purpose of parking to a reasonable standard
* Remove this page prior to completing

VERSION 1

DATE CREATED: 10/05/2024

LAST REVIEWED 4/10/2024

QUEENSLAND TITLES REGISTRY **EASEMENT Form 9** Version 4

Land Title Act 1994 and Land Act 1994 *Duty Imprint* Page 1 of 6

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | *Dealing Number* | | |  | | | | | |  | |
|  | Barcode Black OFFICE USE ONLY  **Privacy Statement**  Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department’s website. | | | |  | | | | | |  | |
| **1. Grantor**  [Name of registered owner of burdened land] | | | | | **Lodger** (Name, address, E-mail & phone number)    **Tel**: **Ref**: | | | | **Lodger**  **Code** | |
| **2. Description of Easement/Lot on Plan**  Servient Tenement (burdened land)  [Description of burdened land from survey plan, eg Easement A in Lot xx on SP xxx on SP xxx] | | | | | | |  | **Title Reference**  [title reference (burdened land)] | | |
| \*Dominant Tenement (benefited land)  Lot XX on SP XXXX  \* not applicable if easement in gross | | | | | | |  |  | | |
| **3. Interest being burdened**  Fee Simple | | | \***4. Interest being benefited**  Fee Simple  \* not applicable if easement in gross | | | | | | | |
| **5. Grantee** Given names | | Surname/Company name and number  [Name of Grantee] | | | | (include tenancy if more than one) | | | | |
| **6. Consideration**  $1 | | | **7. Purpose of easement**  CAR PARKING | | | | | | | |

**8. Grant/Execution**

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of the attached schedule

\* delete if not applicable

**Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994**

signature

full name

qualification / /

**Witnessing Officer Execution Date Grantor's Signature**

(Witnessing officer must be in accordance with Schedule 1   
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

signature / /

full name

qualification / /

**Witnessing Officer Execution Date Grantee's Signature**

(Witnessing officer must be in accordance with Schedule 1   
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

# Definitions

## Definitions

In this easement, unless the context otherwise requires:

**Authorised Uses** means those persons or entities deriving a right to use the Easement by permission or authorisation of the Grantee or Grantor as the context requires.

**Dominant Tenement** means the land described at Item 2 of the Form 9 Easement.

**Easement** means the Form 9 Easement to which this Schedule is attached the terms and conditions contained therein and the Servient Tenement.

**Government Authority** means the State, a Minister, a Government, a Government Department and government owned or controlled corporation or authority (acting in a regulatory role), a local government, a Court, Tribunal or Board or any officer or agent of them acting in their capacity as an officer or agent.

**Grantee** means the registered owner from time to time of the Dominant Tenement and includes their successors and assigns and all persons permitted or authorised to use the Easement by the Grantee.

**Grantor** means the registered owner from time to time of the Servient Tenement and includes their successors and assigns and all persons deriving an interest in the Servient Tenement through the Grantor.

**GST** has the meaning set out in the *GST Act*.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the *GST Act*.

**Servient Tenement** means the land described as such in Item 2 of the Form 9 Easement.

## Interpretation

In this Easement, unless the contrary intention appears:

### the singular includes the plural and vice versa;

### a reference to a thing or to land includes each part of that thing or land; and

### a reference to a person includes to a corporation or other legal entity as the context requires and includes executors, administrators, successors and assigns;

### a reference to any body (for example, an institute, association or authority) that ceases to exist or whose powers or functions are transferred refers to the body that replaces it or substantially succeeds to its powers or functions;

### a reference to a law or legislation includes all regulations and other instruments under it and amendments or replacements of any of them; and

### an obligation, representation or warranty:

#### in favour of two or more persons is for their benefit jointly and severally; and

#### by two or more persons binds them jointly and each of them severally.

# Grant of Easement

## Right of Car Parking

The Grantor grants to the Grantee the full and free right and liberty to use the Servient Tenement for the purpose of standing parking and storing a motor vehicle or similar thing used for transport wholly within the Servient Tenement.

## Conditions Applying to Right

The rights granted under this Easement:

### may be exercised by the Grantee and their Authorised Users;

### may be exercised at any time; and

### are subject to the right of the Grantor to enter the Servient Tenement and use the Servient Tenement in any way which does not derogate from the rights granted under this Easement.

## Grantee’s Ancillary Rights

## In exercising its rights under clause 2.1, the Grantee will be entitled to:

### Remove any object or thing not belonging to the Grantee on the Servient Tenement preventing the Grantee from using the Servient Tenement and place that thing on any adjoining land of the Grantor; and

### construct repair and maintain on the Servient Tenement any surface, gates and ancillary works as it considers reasonably necessary for use of the Servient Tenement in accordance with the right granted by this Easement.

## No Interference by Grantee

In exercising the rights granted under this Easement the Grantee must take all reasonable steps to ensure that the Grantee and any Authorised Users do not:

### interfere with the use by the Grantor of the Grantor's adjoining land; or

### interfere with the provision of services to the Grantor's land.

## Maintenance and Repair

The Grantee must:

### repair any damage caused by the Grantee or their Authorised Users to the Servient Tenement and any adjoining land of the Grantor; and

### maintain and repair any improvements constructed or placed on the Servient Tenement by the Grantee.

# Grantor's Obligations

## No Obstruction

The Grantor must not (and must not permit any other person to):

### construct any improvements on the Servient Tenement without the prior written consent of the Grantee; or

### otherwise obstruct or permit any obstruction of the Servient Tenement in any way which may prevent or unreasonably restrict the Grantee’s exercise of its rights under this Easement.

## Grantor to Maintain

The Grantor is responsible for maintaining support for the Servient Tenement.

## Grantee may Remedy Breach

If the Grantor breaches clause 3.1, the Grantee may:

### carry out works or take such other steps as are reasonably necessary to remedy the breach and enable the Grantee to fully enjoy the benefit of this Easement; and

### recover the costs of doing so from the Grantor as a debt.

# indemnity

## Indemnity by Grantor

The Grantor indemnifies the Grantee against all actions, claims, demands, loss, damage, costs and expenses (“Claim”):

### arising from a breach of this Easement by the Grantor; or

### in any way connected to or resulting from the Grantor or the Grantor’s permitees or invitees accessing the Grantor’s land, passing over the Servient Tenement or lawfully exercising any rights conferred by the Easement,

### except to the extent any such Claim is caused or contributed to by the wilful or negligent act or omission of the Grantee.

## Indemnity by Grantee

The Grantee indemnifies the Grantor against all actions, claims, demands, loss, damage, costs and expenses (“Claim”):

### arising from a breach of this Easement by the Grantee; or

### in any way connected to or resulting from the Grantee or the Grantee’s Authorised Users accessing the Servient Tenement or lawfully exercising any rights conferred by the Easement,

### except to the extent any such Claim is caused or contributed to by the wilful or negligent act or omission of the Grantor.

# Registration and Costs

## Easement to Run with the Land

This Easement and all of the rights and obligations contained herein runs with the land and is binding on the Grantor and any lessee or other occupier of the Grantor’s land containing the Servient Tenement.

## Registration

1. The Grantor must promptly following execution by the Grantor and Grantee and on receipt from the Grantee of registration fees and any stamp duty assessed on the Easement attend to stamping and registration of this Easement.
2. The Grantor must, at the Grantor’s cost, produce all consents, approvals and other documents required to enable registration and to provide indefeasibility of this Easement against any prior registered interests in the Servient Tenement.

## Duty and Registration Fees

### Unless agreed otherwise in writing with the Grantor, the Grantee must pay all duty, registration fees and survey costs of and incidental to the preparation, execution and registration of this Easement in the Land Titles Office.

### The Grantor will be responsible for the cost of obtaining all consents required to register the Easement.

# GST

### If GST is payable by a supplier (or by the representative member for a GST group of which the supplier is a member) on any supply made under or in relation to this document, the recipient will pay to the supplier an amount (**GST Amount**) equal to the GST payable on the supply. The GST Amount is payable by the recipient in addition to and at the same time as the net consideration for the supply, subject to receipt of a tax invoice.

### If a party is required to make any payment or reimbursement, that payment or reimbursement will be reduced by the amount of any input tax credits or reduced input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled for any acquisition relating to that payment or reimbursement.

### This clause is subject to any other specific agreement regarding the payment of GST on supplies.

### For the purposes of this clause, words and phrases defined in the *GST Act* have the same meaning when the context indicates otherwise.

# Nature of Obligations

### Any provision in this Easement which binds more than one person, binds all of those persons jointly and each of them severally.

### Each obligation imposed on a party by this Easement in favour of another is a separate obligation. Unless specified otherwise, the performance of one obligation is not dependent or conditional on the performance of any other obligation.

# No Adverse Construction

This Easement, and any provision of this Easement, is not to be construed to the disadvantage of a party because that party was responsible for its preparation.

# Further Assurances

A party, at its own expense and within a reasonable time of being requested by another party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Easement.

# Entire Agreement

This Easement comprises the entire agreement between the parties.

# Waiver

No waiver by either party of any breach of any covenant, obligation or provision in this Easement contained or implied will operate as a waiver unless such waiver is in writing and no waiver by either party of any breach shall operate as a waiver of another breach.

# Severance

If any part of this Easement is held to be invalid, illegal or unenforceable by a Court having the jurisdiction to do so, that part is considered to have been severed from the rest of this Easement which remains in force unaffected by severance of that part.

# No Variation

This Easement cannot be amended or varied except in writing signed by the parties.

# Notices

A notice to be given under this Easement must be in writing and is treated as being properly given if:

### it is served personally on a party; or

### it is delivered or sent by prepaid post to an address which is the principal place of business or residence of a party; or

### it is sent by email to the email address provided by a party.

# Governing Law

This Easement is governed by and shall be construed in accordance with the laws of Queensland and applicable Statutes.