

Word Document Dated 22 May 2001.

DATED DAY OF 2000

DEED

BETWEEN

MINISTER FOR TRANSPORT AND URBAN PLANNING

("the Minister")

-AND-

THE UNIVERSITY OF ADELAIDE

("the University")



CROWN SOLICITOR

Level 9, 45 Pirie Street, Adelaide SA 5000

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THIS DEED is made the _____ day of _____ 2000

BETWEEN:

MINISTER FOR TRANSPORT AND URBAN PLANNING a body corporate pursuant to the Administrative Arrangements Act, 1994 of Level 12, Roma Mitchell House, 136 North Terrace, Adelaide 5000 (the "Minister") for and on behalf of the Crown in the right of South Australia of one part

AND

THE UNIVERSITY OF ADELAIDE of North Terrace, Adelaide South Australia, 5000 (the "University") of the second part.

RECITALS:

- A. The Commonwealth Scientific Industrial Research Organisation ("CSIRO") is the registered proprietor of the estate in fee simple of the land comprised in Certificate of Title Register Book Volume 5377 Folio 7 (the "Land").
- B. For many years the CSIRO has used the Land for the purposes of agriculture and as an agricultural research facility.
- C. The CSIRO has agreed to sell the Land to the Crown in the right of the State of South Australia (the "State") or to other persons nominated by the State.
- D. The CSIRO has only agreed to sell the Land on the proviso that the Land will be preserved and conserved for agriculture and other related activities and will not be used for urban development.

- E. The University, as the person nominated by the State, has agreed to purchase the Land from CSIRO, to preserve and conserve the Land for agricultural and other related activities and not to use, develop or permit the Land to be used or developed for urban development.
- F. To provide the comfort sought by the CSIRO as to the future use of the Land, the Minister and the University have agreed to enter into this Deed as a Land Management Agreement for the purposes of Section 57 of the Development Act, 1993.

THE PARTIES COVENANT AS FOLLOWS:

1. **RECITALS**

The parties agree both that the matters referred to in the Recitals to this Deed are true and correct in every material particular and that the Recitals shall form part of this Deed.

2. **DEFINITIONS AND INTERPRETATIONS**

2.1 **Definitions**

The following definitions apply in this Deed unless the subject or content require otherwise:

“Agriculture” means cropping, grazing or animal husbandry but does not include Horticulture, Viticulture, horse keeping or any intensive animal keeping or the operation of a stock slaughter works or dairy;

“Buffer Zones” means those portions of the Land used for the growing of plants and trees which are not used in Agriculture, Horticulture, Viticulture, commercial forestry or other commercial purposes and includes plants and trees used to provide wind breaks, or screening, for the stabilisation of soil and water courses and where appropriate for enjoyment by the public and includes the Community Recreation Areas;

“Community Recreation Areas” means those portions of the Land set aside for access and use by the public;

“**Contract**” means the contract for the sale and purchase of the Land intended to be entered into between CSIRO (as Vendor) and the University (as Purchaser) contemporaneously with this Deed;

“**Crown**” means the Crown in the right of the State of South Australia;

“**CSIRO**” means the Commonwealth Scientific Industrial Research Organisation;

“**Development**” has the meaning given to “development” in section 4 of the Development Act, 1993 (as amended);

“**Education Activities**” means education and training, research, and research training programs prepared and undertaken by the University either alone or in conjunction with others concerning Viticulture, Oenology, Agriculture and Horticulture on the Land;

“**Horticulture**” means market gardening, floriculture, orchards and plant nurseries but does not include commercial turf growing or Viticulture;

“**Land**” means the land described in Recital A;

“**Oenology**” means the scientific study of wine;

“**Project Research Activities**” means research relating to Viticulture and Oenology which will be directed to and focussed primarily on the needs of the viticulture and oenological industries within South Australia;

“**University Research Activities**” means research conducted by the University on the Land in connection with Viticulture, Oenology, agriculture, science and engineering including:

- Horticulture;
- Agriculture;
- commercialisation of agricultural and plant products

and such other research activities as may be approved by the State;

“**Viticulture**” means planting, nurturing and the scientific study of vines, and the growing of grapes, primarily for commercial purposes;

“**Wine Making Facility**” means the buildings and other improvements, plant and equipment used to convert (by crushing, fermentation and other means) grapes into wine and for the storage of wine.

2.2 **Interpretation**

Unless expressed to the contrary:

- 2.2.1 words importing the singular include the plural and vice versa;
- 2.2.2 words importing any gender include the other genders;
- 2.2.3 headings are for convenience only and shall not affect the interpretation of this Deed;
- 2.2.4 an obligation of two or more parties shall bind them jointly and severally;
- 2.2.5 if a word or phrase is defined, cognate words and phrases have corresponding definitions;
- 2.2.6 a reference to a person include a corporation and other incorporated bodies;
- 2.2.7 a reference to a person includes the legal successors and permitted assigns of that person;
- 2.2.8 a reference to any act, regulation or by-law shall be deemed to include all amendments to them and all statutory provisions substituted thereafter;
- 2.2.9 anything (including, without limitation any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- 2.2.10 no rule of construction shall be applied in interpreting or construing this Deed contra proferentem against a party or otherwise to the disadvantage of a party on the basis that the party proposed or drafted this Deed or any provision of this Deed.

3. **CONDITION PRECEDENT**

The obligations of the University contained in this Deed are subject to the University becoming the registered proprietor of an estate in fee simple of the Land pursuant to the Contract.

4. **OBLIGATIONS OF THE UNIVERSITY**

4.1 The University covenants with the Minister that it will, subject to obtaining all necessary statutory approvals, do all reasonably necessary things to ensure that the Land is:

4.1.1 preserved, conserved and used for Agriculture, Horticulture, Oenology, Viticulture, Buffer Zones and as Community Recreation Areas, and

4.1.2 is available for Project Research Activities, University Research Activities, Education Activities and operating a Wine Making Facility.

4.2 The University covenants with the Minister that it will not at any time hereafter:

4.2.1 use or permit the Land to be used other than as provided for in subclause 4.1 unless such other use is approved in writing by a minister acting as agent of the Crown,

4.2.2 undertake or permit Development or seek to undertake Development of the Land for uses other than those specified in subclause 4.1 unless such other use or development (excluding urban development which will not be approved) is approved in writing by a minister acting as agent of the Crown.

4.3 Notwithstanding subclauses 4.1 and 4.2 the University may do or permit use of the Land or activities on the Land in the nature of minor everyday activities incidental to any of the purposes referred to in subclause 4.1.

4.4 The University covenants with the Minister that it will not at any time hereafter sell, transfer or otherwise dispose of the whole or any portion of the Land unless it shall first procure from the purchaser or transferee a binding undertaking either to be bound by this Deed or to enter into a Deed with the Minister on the same terms as are contained in this Deed.

5. **REGISTRATION**

5.1 The University consents to the Minister applying to the Registrar-General to register this Deed pursuant to Section 57 of the Development Act 1993 and to note the Deed against the relevant Certificate of Title for the Land.

5.2 If the Minister makes application to register this Deed pursuant to Clause 5.1, then the University will whenever requested by the Minister deliver or cause to be delivered to the Minister the duplicate Certificate of Title to the Land for the purposes only of noting this Deed against the Certificate of Title and of entering a memorial thereof on the Certificate of Title and thereafter returning the Certificate of Title to the University or to such other person entitled to hold it.

6. WARRANTY

The University warrants that no person other than the University has a legal or equitable interest in the Land.

7. COSTS

Each party shall bear its own costs of and incidental to the negotiation, preparation, stamping and registration of this Deed and any stamp duty and registration fees shall be paid by the Minister.

8. ASSIGNMENT

The University covenants not to assign its obligations under this Deed without the prior written consent of the Minister.

EXECUTED BY THE PARTIES AS A DEED

THE COMMON SEAL of MINISTER)
)
FOR TRANSPORT AND URBAN PLANNING)
)
was hereunto affixed in the presence of:)

.....
Witness
[Print Name:]

