

THIS DEED is made the

28th day of

May

2004

BETWEEN: THE CORPORATION OF THE CITY OF UNLEY of 181 Unley Road, Unley SA 5061 (hereinafter with its successors and assigns called "the Council") of the one part

AND: THE SYNOD OF THE DIOCESE OF ADELAIDE OF THE ANGLICAN CHURCH OF AUSTRALIA INCORPORATED of 26 King William Road, North Adelaide SA 5006 (hereinafter with his or its executors administrators successors and assigns as the case may be called "the Owner") of the other part

RECITALS:

- A. The Owner is the proprietor of an estate in fee simple in the whole of the land comprised in Allotment 53 Filed Plan 15149 (hereinafter called "the Owner's Land");
- B. The Council is the proprietor of an estate in fee simple in the whole of the land comprised in Allotment 52 Filed Plan 15149 (hereinafter called "the Civic Centre Land").
- C. The Owner's Land contains the St Augustine's Church, and a hall (hereinafter called ("the Church Buildings"). Ancillary to the Church Buildings is a car parking area including car parking spaces and a private road (hereinafter called "the Car Park") which the Council wishes to develop and improve.
- D. While the Car Park is situated primarily on the Owner's Land, an area of the Car Park is situated on the Civic Centre Land. Effectively, nine proposed car parking spaces straddle both parcels of land.
- E. The Civic Centre Land contains an administrative centre, a hall and a library (hereinafter called "the Civic Buildings").
- F. As of the date of the execution of this Deed the Council is upgrading the Library and Town Hall. The Council seeks to make a significant statement between Oxford Terrace and Edmund Avenue by creating a seamless division between the Civic Centre Land which will enhance and emphasise the Civic Building and the Church Buildings.
- G. The Council seeks to upgrade the Car Park Land and provide for its ongoing maintenance in accordance with the plan attached and marked Annexure "A" (hereinafter called "the Church Site Plan").
- H. The Council seeks to enter into an Agreement with the Owner whereby the Owner makes the Car Park available to the Council to be used for parking ancillary to the use of the Civic Buildings except when access will be restricted to Church Patrons under Clause 2.6.

4919 26
2

- I. The Council agrees to make available to the Owner the area of the Car Park that is situated on the Civic Centre Land for the use of Church Patrons in accordance with Clause 2.6.
- J. The Council also seeks to landscape areas of the Car Park Land in accordance with the landscaping details contained in the plan attached and marked Annexure "B" (hereinafter called "the Landscaping Plan") and to secure the ongoing maintenance by the Owner of that landscaping.
- K. The Council also seeks to pave areas of the Car Park Land using gravel pavement, permeable pavers and unit pavers in accordance with the Church Site Plan and to maintain those areas paved with gravel pavement and permeable pavers.
- L. The Council seeks to secure the ongoing maintenance by the Owner of those areas paved with unit pavers.
- M. Pursuant to the provisions of Section 57(2) of the Act the Owner has agreed with the Council to enter into this Deed relating to the management, preservation and conservation of the Owner's Land and the Civic Centre Land.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 The parties acknowledge that the matters recited above are true and accurate and agree that they shall form part of the terms of this Deed.
- 1.2 In the interpretation of this Deed unless the context shall otherwise require or admit:
 - 1.2.1 Words and phrases used in this Deed which are defined in the Development Act 1993 or in the Regulations made under the Act shall have the meanings ascribed to them by the Act or the Regulations as the case may be;
 - 1.2.2 References to any statute or subordinate legislation shall include all statutes and subordinate legislation amending consolidating or replacing the statute or subordinate legislation referred to;
 - 1.2.3 The term "the Owner" where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of an estate in fee simple to the Owner's Land or to each and every one of all separate allotments into which the Owner's Land may be divided after the date of this Deed subject however to such

encumbrances, liens and Owner's interests as are registered and notified by memoranda endorsed on the Land thereof;

- 1.2.4 The term "person" shall include a corporate body;
 - 1.2.5 The term "Car Park Land" means the land which area is outlined in red on the Church Site Plan;
 - 1.2.6 The term "Church Partons" means the users of St Augustine's Church and includes the congregation and visitors to and guests of that Church.
 - 1.2.7 Any term which is defined in the statement of the names and descriptions of the parties or in the Recitals shall have the meaning there defined;
 - 1.2.8 Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;
 - 1.2.9 Words importing any gender shall include every gender;
 - 1.2.10 Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and each of them severally.
- 1.3 Clause headings are provided for reference purposes only and shall not be resorted to in the interpretation of this Deed.
 - 1.4 The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Car Park Land.

2. OWNER'S OBLIGATIONS

The Owner shall:

- 2.1 As soon as possible after the execution of this Deed make access to the Owner's Land available to the Council to undertake its obligations under this Deed.
- 2.2 Upon execution of this Deed, make available to the Council the Car Park to be used as car parking ancillary to the use of the Civic Buildings.
- 2.3 Subject to clause 3.2, maintain and nurture the landscaping established by Council in accordance with Clause 3.1.7 of this Deed and will replace any dead or diseased plants with the same or similar species all to the reasonable satisfaction of the Council.
- 2.4 Maintain the areas paved with unit pavers as shown on the Church Site Plan to the reasonable satisfaction of Council.

Handwritten initials and date: "M" and "12/9" with other scribbles.

- 2.5 Not cause, suffer or permit the use of the Car Park identified on the Plans for any purpose other than as a car park associated with the Church Buildings and the Civic Buildings.
- 2.6 Ensure that the Car Park is open and available without charge to patrons of the Civic Buildings at all times, other than the times agreed between the Owner and the Council when access shall be restricted to Church Patrons.

3. THE COUNCIL'S OBLIGATIONS

- 3.1 The Council will as soon as possible after the execution of this Deed undertake at its own cost in all things the following tasks in respect of the Car Park Land:
 - 3.1.1 Regrade and level the Car Park in accordance with the Church Site Plan;
 - 3.1.2 Paving in accordance with the Church Site Plan;
 - 3.1.3 Designation of car spaces and signage;
 - 3.1.4 Installation of signs RS-10, R2-2R, R2-6R and R2-4 in accordance with the Church Site Plan;
 - 3.1.5 Installation of a fence and gate in accordance with the Church Site Plan after obtaining any relevant development approvals as required under the Development Act 1993;
 - 3.1.6 Installation of a sign indicating that the Owner is the proprietor of the Church Buildings and explaining the effect of clause 2.6 with respect to access to the Car Park, after obtaining any relevant development approvals as required under the Development Act 1993;
 - 3.1.7 The establishment and maintenance of landscaping in accordance with the Landscaping Plan for a period of 3 months after establishment; and
 - 3.1.8 Maintenance of the areas paved with permeable pavers and gravel pavement as shown on the Church Site Plan.

4. MUTUAL UNDERTAKINGS OF THE PARTIES

- 4.1 The parties agree that if once the Car Park is established, they agree that it is appropriate to do so they will cooperatively do whatever is required to facilitate the creation of a 'private parking area' under the provisions of the Private Parking Areas Act 1986 and operate it accordingly.

5. RESTRICTION ON LEASING AND OTHER DEALINGS

The Owner shall not grant any lease licence easement or other right of any nature whatsoever which may give any person the right to possession or control of or entry on to the Car Park Land which right would enable such person to breach any of the obligations imposed on the Owner by this Deed unless such grant:

- 5.1 is expressed in writing;
- 5.2 is made with the previous written consent of the Council; and
- 5.3 contains as an essential term a covenant by the grantee not to do or omit to do (or suffer or permit any other person to do or omit to do) any act matter or thing which would constitute a breach by the Owner of the Owner's obligations under this Deed.

6. COUNCIL'S POWERS OF ENTRY, ETC

- 6.1 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Car Park Land for the purpose of:
 - 6.1.1 inspecting the Car Park Land and any building, structure, landscaping or paving thereupon;
 - 6.1.2 exercising any other powers of the Council under this Deed or pursuant to law.
- 6.2 If the Owner is in breach of any provision of this Deed, the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty eight (28) days from the date of service of the notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Church Land and recover any costs thereby incurred from the Owner.
- 6.3 If in a notice referred to in Clause 6.2 the Council requires the removal of a building, structure, landscaping or paving from the Car Park Land the Council and its servants or agents are hereby authorised and empowered by the Owner to enter and remove the building or structure from the Car Park Land and to dispose of it in any manner determined by the Council provided that if the things removed shall have any monetary value then the Council shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owner and pay to him the realised value less all expenses incurred.
- 6.4 The Council may delegate any of its powers under this Deed to any person.

7. VARIATION AND WAIVER

- 7.1 This Deed may not be varied except by a Supplementary Deed signed by the Council and the Owner.
- 7.2 The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.



8. EXPIRATION OF DEED

Notwithstanding anything herein contained to the contrary, the parties agree that their respective obligations shall cease and that this Deed shall automatically terminate on the 25th anniversary of the date hereof but without prejudice to the right of either party to take any action pursuant to this Deed in relation to any antecedent breach by the other party hereto prior to such date of termination and provided that the Owner shall have given to the Council not less than six (6) calendar months prior notification in writing of such termination date (such notice to be given no earlier than the 24th anniversary of the date hereof) and further provided that the parties do not agree in writing prior to the 25th anniversary of the date hereof to extend the term of this Deed on the same terms and conditions hereof or otherwise. In the event of the termination of this Deed as aforesaid, the Council shall at its expense arrange for the cessation of the registration of this Deed with respect to the Owner's Land and the Council's Land and the Owner shall co-operate with the Council in such regard.

9. NOTICES

Notice shall for the purposes of this Deed be properly served on the Owner if it is:

- 9.1 posted to the Owner's last address known to the Council; or
- 9.2 affixed in a prominent position on the Car Park Land.

10. DISPUTE RESOLUTION

- 10.1 The provisions of this clause apply if a dispute or difference of any kind arises in connection with this Deed, or the Plan. If a dispute or difference arises, one party may give written notice of the dispute or difference to the other party.
- 10.2 The parties shall endeavour to resolve any dispute or difference by negotiation in good faith.
- 10.3 The parties shall attend at least one meeting to negotiate the dispute or difference as a condition precedent to commencing any other court proceedings or arbitration in respect of the dispute or difference.
- 10.4 If the dispute or difference is not resolved following the meeting convened pursuant to the requirements of Clause 9.3, the parties will within 7 business days of the conclusion of that meeting, either refer the dispute or difference to arbitration in accordance with Clause 9.6 or seek to agree on a process for resolving the whole or part of the dispute or difference through means other than litigation or arbitration, such as further negotiations, mediation, conciliation, independent expert determination or mini trial.
- 10.5 The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause is to attempt to settle the dispute between them and no party may use any information or documents obtained through the dispute resolution process established by this Clause for any purpose other than in an attempt to settle a dispute between the parties.

10.6 If:

10.6.1 the parties do not meet under Clause 9.3;

10.6.2 the parties do not agree to deal with the dispute through a means other than litigation or arbitration under Clause 9.4; or

10.6.3 the parties are unable to settle the dispute within any time frame agreed between the parties at one or more meetings convened pursuant to the requirements of this Clause,

then the dispute must be referred to the arbitration of a single arbitrator, to be agreed upon by the parties or, failing agreement, to be nominated on the application of any party by the President for the time being of the Institute of Arbitrators Australia or his or her nominee, such arbitration to be carried out in accordance with the Institute of Arbitration rules for the conduct of commercial arbitrations. The outcome of such arbitration is to be binding on the parties.

11. REGISTRATION OF THIS DEED

Each party shall do and execute all such acts documents and things as shall be necessary to ensure that as soon as is possible after the execution of this Deed by all necessary parties this Deed is registered and a memorial thereof entered against the Land pursuant to the provisions of Section 57(5) of the Act in priority to any other registrable interest in the Land save and except for the estate and interest of the Owner therein.

12. GOVERNING LAW

The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

13. GENERAL PROVISIONS

13.1 If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law THEN and in such case the parties hereby request and direct such court to sever such provision from this Deed.



13.2 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.

EXECUTED as a deed

THE COMMON SEAL of)
THE CORPORATION OF THE CITY OF)
UNLEY was hereunto affixed)
in the presence of:

..... Mayor

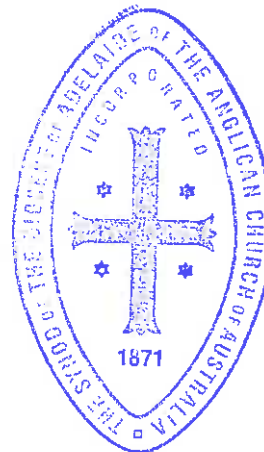
..... City Manager

THE COMMON SEAL of THE SYNOD)
OF THE DIOCESE OF ADELAIDE OF)
THE ANGLICAN CHURCH OF)
AUSTRALIA INCORPORATED was)
hereunto affixed in the presence of:

..... Officer

..... Officer

..... Officer



SEALED WITH THE COMMON SEAL OF THE SYNOD OF THE DIOCESE OF ADELAIDE OF THE ANGLICAN CHURCH OF AUSTRALIA INCORPORATED BY US THE UNDERSIGNED BEING PERSONS DULY AUTHORISED TO USE THE SAID SEAL

The Owner **HEREBY CERTIFIES** pursuant to Section 57(4) of the Development Act 1993 that no other person has a legal interest in the Land.

.....
THE SYNOD OF THE DIOCESE OF ADELAIDE OF THE ANGLICAN CHURCH OF AUSTRALIA INCORPORATED

John Callan
[Signature]
Adelaide

12/9/17
[Signature]

Rev	Date	By	Per
A	18/03/24	ISSUED FOR CONSTRUCTION	APC
B	22/02/24	ISSUED FOR FINAL APPROVAL	LAF
C	30/02/24	ISSUED FROM APPROVAL	LAF

Connell Mott MacDonald
 Building the future
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 Phone: +61 2 9277 9700
 Fax: +61 2 9277 9701
 Email: connellmottmacdonald.com.au

THE CITY of *Unley*

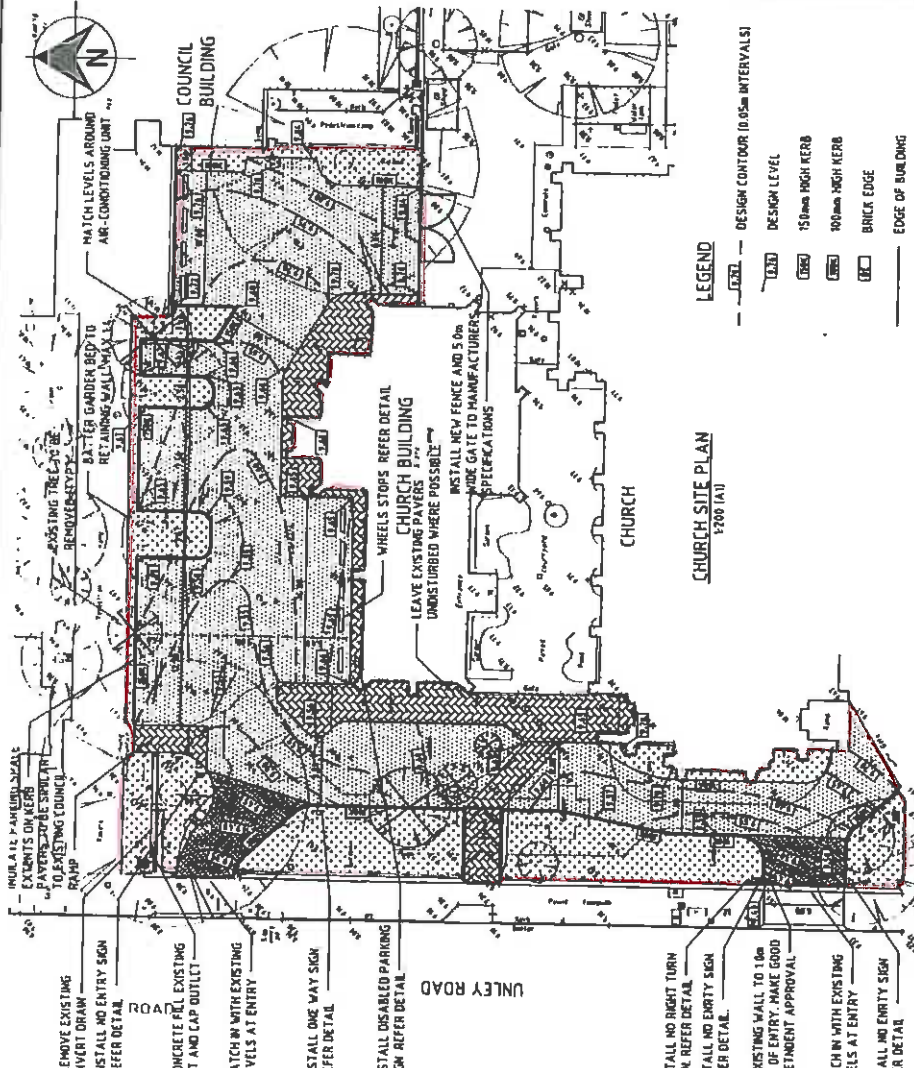
Project: UNLEY CITY COUNCIL ST AUGUSTINE CHURCH SITE CARPARK REGRADING

Drawing No: DD92 02

Scale: 1:200

Sheet: C01

Title: SITE PLAN NOTES AND DETAILS



GENERAL NOTES

1. ALL WORKS TO BE COMPLETED BY DATE SHOWN ON DRAWING. DELAYED WORK WILL BE AT THE CONTRACTOR'S RISK.
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GENERAL COMPACTION NOTES

1. ALL AREAS TO BE FIELDED SHALL BE COMPLETELY CLEARED OF ALL OBSTRUCTIONS INCLUDING TREES, FENCES, POSTS AND ALL OTHER OBSTRUCTIONS.
2. TESTING SHALL BE LABELED OUT AT DATE OF 1:157 PER 150 SQM FOR ANY NEW REGRADING OR BASE COURSE.
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BUILDING AIR VENTS

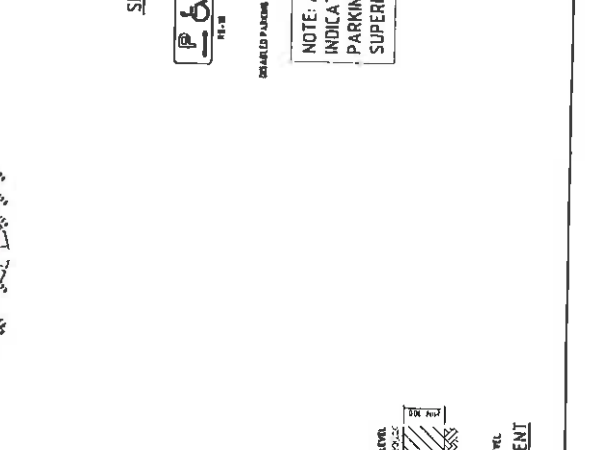
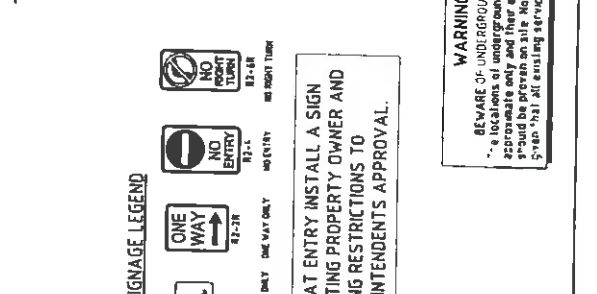
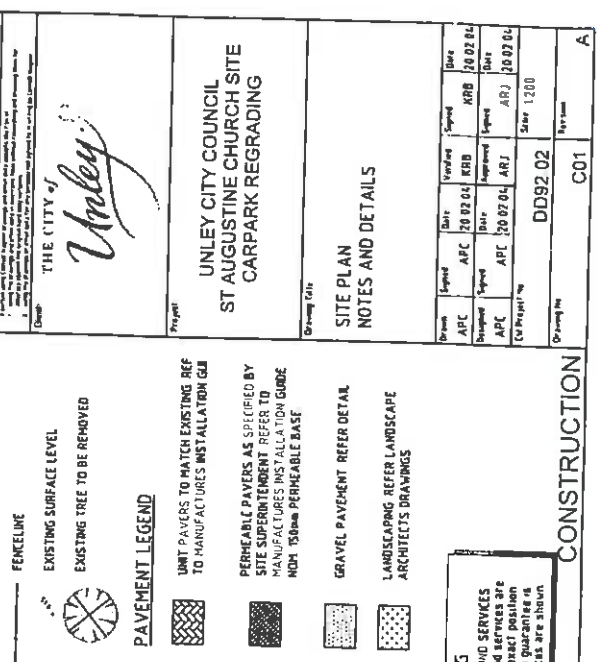
1. EXISTING AIR VENTS SHALL BE REMOVED AND REPAIRED IF NECESSARY.
2. NEW AIR VENTS SHALL BE INSTALLED AS SHOWN ON DRAWING.
3. ALL AIR VENTS SHALL BE COMPLETED BY DATE SHOWN ON DRAWING.
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SUPPLIED SETOUT INFORMATION

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SETOUT INFORMATION FROM THE SURVEYOR AND FOR CHECKING THE ACCURACY OF THE SETOUT INFORMATION BEFORE COMMENCING WORK.

PAVEMENT NOTES

1. ALL PAVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE SUPPLIER.
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LEGEND

DESIGN CONTOUR (0.05m INTERVALS)

DESIGN LEVEL

150mm HIGH KERB

100mm HIGH KERB

BRICK EDGE

EDGE OF BUILDING

FENCELINE

EXISTING SURFACE LEVEL

EXISTING TREE TO BE REMOVED

PAVEMENT LEGEND

UNIT PAVERS TO MATCH EXISTING REF TO MANUFACTURES INSTALLATION GUID

PERMEABLE PAVERS AS SPECIFIED BY SITE SUPERINTENDENT REFER TO MANUFACTURES INSTALLATION GUIDE NOM 150mm PERMEABLE BASE

GRAVEL PAVEMENT REFER DETAIL

LANDSCAPING REFER LANDSCAPE ARCHITECTS DRAWINGS

SIGNAGE LEGEND

ONE WAY

DISABLED PARKING ONLY ONE WAY ONLY

NO RIGHT TURN

NO ENTRY

NO ENTRY

NO ENTRY

WARNING

BEWARE OF UNDERGROUND SERVICES

Locations of underground services are shown on the site plan. The exact position should be checked on site. No excavation should be carried out until all existing services are shown.

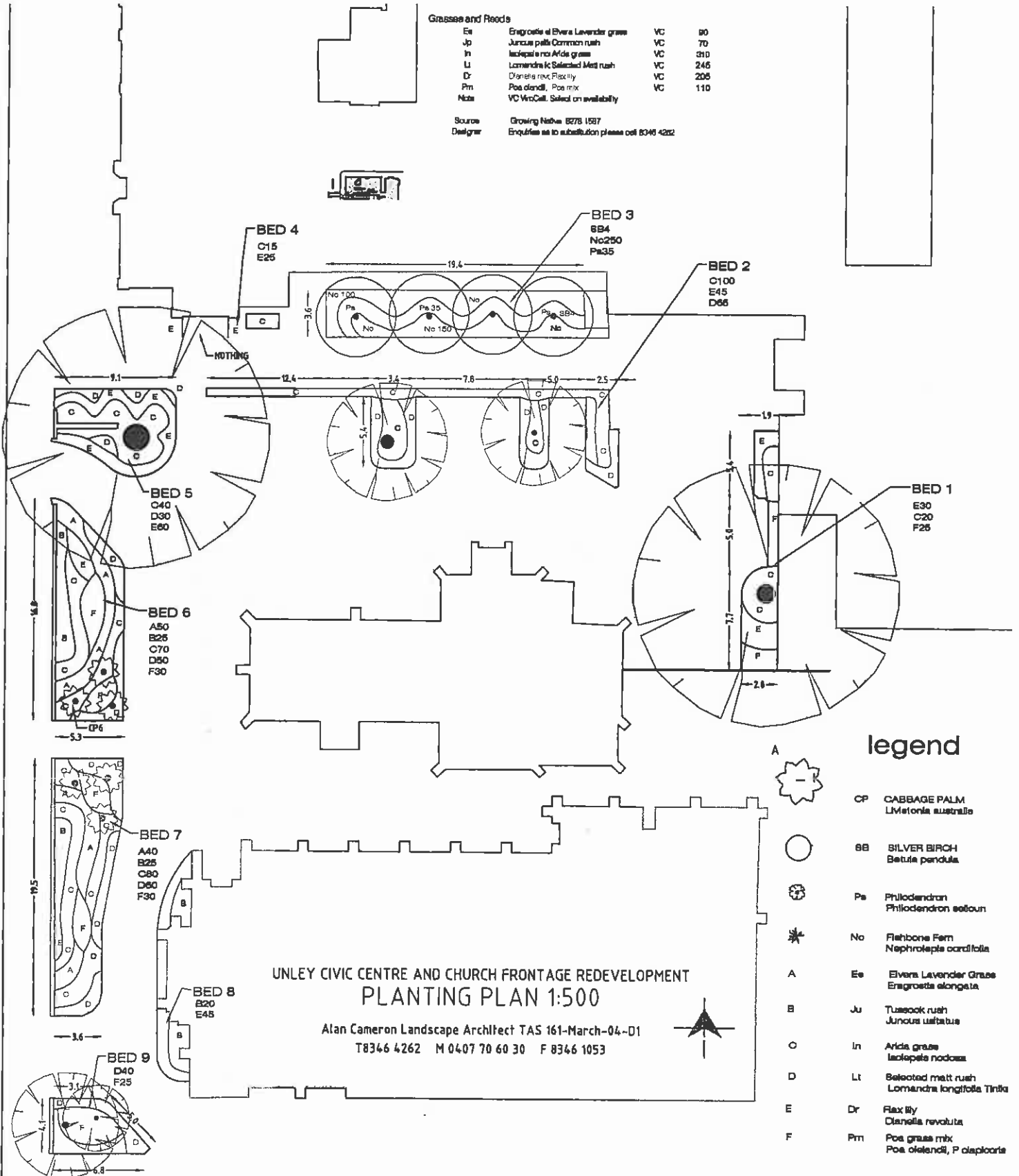
CONSTRUCTION

ANNEXURE "B"

UNLEY CIVIC CENTRE AND CHURCH REDEVELOPMENT PROJECT
Unley Road UNLEY

PLANTING SCHEDULE

TREES	Botanic Common	Spacing	Pot size	No.
SB	Betul pend Silver birch	-	1001	4
CP	Livertonia au Cabbage Pa	-	1501	6
SHRUBS				
Nc	Nephrolepis Fishbone Fe	400	12 cm	250
Pa	Philodendron Philodendro	1000	14 cm	35
Grasses and Reeds				
Ee	Engricetia el Evers Lavender grass	VC		80
Ju	Juncus palli Common rush	VC		70
In	Isclapetia nodosa Arida grass	VC		310
Lt	Lomandra lc Selected Matt rush	VC		245
Dr	Dianella revc Flexilly	VC		205
Pm	Poa claudii, Poa mix	VC		110
Note	VC VroCall. Select on availability			
Source	Growing Natives 5278 1537			
Designer	Enquiries as to substitution please call 8346 4262			



Handwritten signature and initials: 7/4/12 RGA

DATED

2004

BETWEEN:

**THE CORPORATION OF THE CITY OF
UNLEY**

of the one part

AND

**THE SYNOD OF THE DIOCESE OF
ADELAIDE OF THE ANGLICAN CHURCH
OF AUSTRALIA INCORPORATED**

of the other part

**LAND MANAGEMENT AGREEMENT
BY DEED**

NORMAN WATERHOUSE

Lawyers

Level 15

45 Pirie Street

ADELAIDE SA 5000

Telephone: 8210 1200

MEMORIAL

Description of the Property Conveyed	(If a conveyance or mortgage) consideration and how paid. Or if a lease the amount of rent	Any other particulars the case may require
<p>First,</p> <p>Allotment 53 in Filed Plan 15149 which is in the legal ownership of the Synod of the Diocese of Adelaide of the Anglican Church of Australia Incorporated.</p> <p>Secondly,</p> <p>Allotment 52 in Filed Plan 15149 which is in the legal ownership of the Corporation of the City of Unley.</p>	<p>Nil consideration</p> <p>Mutual Agreement</p>	<p>Deed Register and Deposited in</p> <p>GRO No of 2004</p> <p>The memorialising presents recite that the Deed shall automatically terminate on the 25th anniversary of the date thereof subject to expression of term by the parties thereto.</p>