

ATTACHMENT 11

DEED OF GIFT

[This is scanned from a copy of the Edith and Joy London Foundation Deed of Gift and should not be relied on for any legal administration.]

THIS DEED made the [6th] day of [August] [11/4/75] One thousand nine hundred and seventy four BETWEEN JOY LONDON of Kioloa in the State of New South Wales, Spinster (hereinafter called "the donor") of the first part AND THE AUSTRALIAN NATIONAL UNIVERSITY a body corporate constituted under The Australian National University Act 1946 - 1971 (hereinafter called "the Donee") of the other part WHEREAS the donor is the owner of the land more particularly described in the schedule hereto (hereinafter called "the land")

AND WHEREAS the donor is desirous of conveying her estate and interest in the said land to the donee for University purposes and subject to the provisions hereinafter more fully set forth

NOW THIS DEED WITNESSETH

- A. The donor shall convey her estate and interest in the land to the donee for University purposes which shall include student instruction in a number of disciplines, experiments and long-term research projects in geology, forestry, botany, marine biology, zoology, geography, pre-history farming and associated scientific studies from time to time decided upon by the donee.
- B. The donee agrees so far as it is competent to do so to preserve the land in its entirety in its natural and present state as far as possible consistent with using it for University purposes as referred to above and shall not unnecessarily subdivide or develop it other than for University purposes. Such development to be carried out with a view to maintaining as far as practical its sense of simple natural environment. The donee may with the concurrence of the donor erect such building and / or fences as may be necessary or conducive for implementing University purposes.

- C. The donor reserves to herself the right to retain the principal dwelling erected on the said land to live therein during her lifetime rent free. The donee shall pay all rates and taxes and all other outgoings payable from time to time in respect of the said land.
- D. The donor during her lifetime reserves the right to continue to use the said land for farming and cattle breeding and associated interests which she has conducted on the said land up to the present and to have the full benefit therefrom
- E. The donee agrees to accept such title as the donor has and agrees that the chain of title shall commence with a conveyance on sale dated the 9th day of February 1929 Registered No. 607 Book 1547 and the donee shall not require the production of or investigate or make any requisition, objection or claim for compensation in respect of the prior title whether the same shall appear to be in the donor's possession or power or not.
- F. The donee shall not in the lifetime of the donor without prior consent interfere with the present water storage or reticulation existing on the said land but shall establish its own water supply which may be necessitated for conduct of University purposes above referred to.
- G. The said land is a declared sanctuary and the donee shall observe and enforce all the restrictions and stipulations flowing from such declaration.
- H. In the event of the donor ceasing to carry on her farming an[*sic*] cattle interests on the said land after attaining the age of 65 years or being precluded from so doing through ill health the donee shall pay to the donor an allowance of Five thousand dollars (\$5,000.00) per annum during the duration of her life to be paid at such time and in such manner as the donor may request.

- I. The donee shall forthwith establish and constitute a Committee of Management for the control and development of the said land for the University purposes hereinbefore referred to and to protect and further the interests of the donor's use of the said land. The donor shall be a member of such Committee and shall in the event of physical incapacity be entitled to appoint a proxy in her place and stead as occasion may require who may exercise the like powers and functions thereon as the donor. The donor shall be given not less than ten (10) days' prior written notice of the business to be transacted at all Committee meetings.
- J. The donee shall preserve all existing roads and fences on the said land and shall not without the donor's prior written consent but only during the donor's lifetime construct any further roads thereon with a view to voiding erosion on the said land.
- K. The donor reserves to herself and her licensee all rights of access to and from her adjoining lands and leases granted by her over the same together with all timber rights.
- L. The donor reserves her rights in relation to licences granted to apiarists to set up hives on the said land and to enjoy the proceeds of such licences.
- M. The donor reserves the right to cut and remove timber from the said land and to enjoy the proceeds of such right.
- N. The donor transfers the tenancies in the two cottages presently under permanent tenancies, No. 2 to Mr. Horton and No. 3 to Collins Bros. and assigns her letting rights to the remaining cottages. The donee shall pay to the donor during her lifetime the sum

of One thousand dollars (\$1,000.00) per annum in consideration of her assigning the letting rights of these cottages. The said sum of One thousand dollars (\$1,000.00) shall be paid in two equal payments of Five hundred, dollars (\$500.00) on the [First] day of [January] and [First] day of [July] in each year.

- O. If at any time before attaining the age of 65 years the donor from whatever cause is unable owing to ill health to conduct her farming and cattle activities the donee shall provide management for the property and accord an income for the donor as provided for in clause H hereinbefore set forth. Such income shall cease in the event of the donor resuming the control and management of her farming and associated activities.
- P. The donee at its expense shall keep the principal residence on the said land whilst in the occupancy of the donor in good and substantial repair and shall keep the same insured against fire storm and tempest. The said residence shall be regularly inspected for termites and other pests and adequately treated at the expense of the donee should such be found.
- Q. The donee at its expense shall during the lifetime of the donor keep and maintain in good repair all buildings and improvements on the said land having regard to their present state of repair and the school building [sic] and shall inspect all buildings for termites and other pests and shall keep the buildings and-improvements adequately

insured against fire, storm and tempest.

- R. The donee acknowledges that the donor has disclosed to it the mining application made by Idano with respect to mineral sands at present pending before the local Mining Warden.
- S. The donor retains the right to conduct and operate the post office and telephone exchange presently conducted by her in the residence on the said land for so long as she may desire.
- T. The subject gift shall be known as "The Edith and Joy London Foundation" and signs of substantial dimensions containing those words shall be prominently displayed at all times at the main entrances to the said land.
- U. If the donor [sic] does not wish to continue to use the land for the purposes herein set forth then the donor [sic] shall cause the land to be transferred to some organisation such as the Commonwealth Scientific and Industrial Research Organisation to be used for purposes similar to purposes set out in paragraph A hereof.

IN WITNESS whereof the parties hereto have hereunto affixed their seals the day and year first hereinbefore mentioned.

SIGNED SEALED AND DELIVERED by the)
 said JOY LONDON in the presence of:) [signed]
 [signed]

GIVEN under the Common Seal of) [signed]
THE AUSTRALIAN NATIONAL UNIVERSITY) [Deputy] Vice-Chancellor
 the [Tenth] day of [April])
 197[5]) [signed]
Registrar