

RECEIVED into the Registration of Deeds Office at Sydney this

9
tenth day of January
even five minutes past eleven o'clock in the fore
noon from John Anthony Flannery Clerk to the Cumberland County Council, 274-276 Kent Street, Sydney in the
State of New South Wales a true copy of the within Conveyance verified by the said John Anthony Flannery and

numbered 126 Book 2393

at home
Deputy Registrar

X9n

DATED 22nd November 1956

J.G. HUTTON PROPRIETARY LIMITED

of the First Part

THE CUMBERLAND COUNTY COUNCIL

of the Second Part

THE COUNCIL OF THE MUNICIPALITY
OF CANTERBURY

of the Third Part

CONVEYANCE

Alfred I. Davis,
Solicitor for
The Cumberland County Council,
274-276 Kent Street,
SYDNEY.

D2734

(4/11/56 1A 298)

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M 20/12/56

THIS DEED made the 22nd day of November One thousand
nine hundred and fifty six BETWEEN J.G. HUTTON PROPRIETARY LIMITED
a Company duly incorporated under the Companies Act of the State of Victoria
(hereinafter called the "Company") of the first part THE CUMBERLAND COUNTY
COUNCIL (hereinafter called the "County Council") of the second part and
THE COUNCIL OF THE MUNICIPALITY OF CANTERBURY of the third part WHEREAS by
an Indenture of Conveyance dated the Twenty sixth day of March One thousand
nine hundred and eight made between Edward Richard William Denham of Sydney
in the State of New South Wales Produce Merchant of the one part and the
Company of the other part registered No. 784 Book 851 (inter alia) All that
piece or parcel of land situate at Canterbury in the Parish of Petersham
County of Cumberland and State of New South Wales containing by admeasurement
6 acres 1 rood 10 perches and in the said Indenture more particularly
described (whereof the land described in the First Schedule hereto forms
part) was conveyed and assured to the Company for an estate in fee simple
free from encumbrances AND WHEREAS from and after the date of the last
recited Conveyance the Vendor used and occupied in conjunction with the land
thereby conveyed to it the land described in the Second Schedule hereto and
has remained in undisturbed and undisputed possession of the said land up to
the date hereof AND WHEREAS by Deed dated the 16th October 1953 made between
the Company of the one part and the Metropolitan Water Sewerage & Drainage
Board of the other part registered No. 112 Book 2272 the Vendor granted to
the Metropolitan Water Sewerage & Drainage Board an easement over the two
parcels of land described in the First and Second Schedules to the Deed now
in recital (being part of the land described in the First Schedule hereto)
for the purpose of laying and maintaining water main pipes and other works

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as more particularly mentioned in the said Deed AND WHEREAS it has been agreed between the Company and the County Council that the Company shall sell and the County Council shall purchase at or for the price or sum of Twelve thousand Five hundred pounds (£12,500) the land described in the First Schedule hereto and also the right title estate and interest (if any) of the Company in and to the land described in the Second Schedule hereto subject however to the hereinbefore recited easement granted to the Metropolitan Water Sewerage & Drainage Board and subject also to the easements hereinafter more particularly mentioned which the Company excepts and reserves unto itself over the lands described in the Third and Fourth Schedules hereto (being part of the lands described in the First Schedule hereto AND WHEREAS it has been agreed between the County Council and the Council of the Municipality of Canterbury that the lands described in the First and Second Schedules hereto (which lands are reserved under Division 2 of Part II of the County of Cumberland Planning Scheme Ordinance for purposes of parks and recreation areas) shall be conveyed to the Council of the Municipality of Canterbury pursuant to the provisions of Clause 18 (1) of the County of Cumberland Planning Scheme Ordinance to be held (subject to the easements hereinbefore referred to) by the said Council upon the trusts and subject to the conditions hereinafter expressed and declared concerning the said lands NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of Twelve thousand five hundred pounds (£12,500) paid by the County Council to the Company (the receipt whereof is hereby acknowledged) THE COMPANY as beneficial owner HEREBY CONVEYS at the request and by the direction of the County Council (as is testified by its execution hereof) to THE COUNCIL OF THE MUNICIPALITY OF CANTERBURY in fee simple ALL THAT piece or parcel of land more particularly described in the First Schedule hereto AND ALSO all the right title estate and interest (if any) of the Company in and to the land described in the Second Schedule hereto

SUBJECT HOWEVER to the hereinbefore recited easement granted to the Metropolitan Water Sewerage and Drainage Board AND SUBJECT also to the easements mentioned in the next succeeding Clause hereof.

2. THE COMPANY hereby EXCEPTS AND RESERVES unto itself and its assigns

- (a) full and free right for the Company and every person who is at any time entitled to an estate or interest in possession in the land hereinafter referred to as the dominant tenement or any part thereof with which the right will be capable of enjoyment and every person authorised by it or them to go return pass and re-pass at all times with or without animals or vehicles or both through on and over the land described in the Third Schedule hereto for the purpose of access ingress egress and regress to and from the said dominant tenement or any such part thereof as aforesaid.
- (b) full and free right for the Company and every person who is at any time entitled to an estate or interest in possession in the said land hereinafter referred to as the dominant tenement or any part thereof with which the right shall be capable of enjoyment at all times to use and maintain the existing line of water pipes through and under the land described in the Fourth Schedule for the purpose of conveying and supplying water to the dominant tenement or any such part thereof as aforesaid with liberty for the Company and such persons as aforesaid by themselves, their agents, servants and workmen to enter upon the land immediately adjacent to the said line of pipes from time to time for the purpose of inspecting, maintaining, repairing, re-laying or renewing the said line of pipes and for such purposes to make any necessary excavations and cuttings and bring and place on the said land and remove therefrom any necessary materials implements, tools and other articles PROVIDED ALWAYS and it is hereby agreed that any damage to the surface of the said land resulting from the exercise and enjoyment of the rights hereby reserved shall be forthwith remedied and made good by and at the expense of the Company or other the Owner for the time being of the dominant tenement.

3. THE LAND to which the benefit of the easements hereinbefore excepted and reserved to the Vendor shall be appurtenant is hereby declared to be the land described in the Fifth Schedule hereto.

4. THE COUNCIL OF THE MUNICIPALITY OF CANTERBURY shall hereafter be responsible for and shall bear the expense of maintaining and keeping the existing roadway on the said land described in the Third Schedule hereto in good and proper repair and as may be necessary to ensure that the surface of

*copy to
divided by
C.C. to
County Council
to C. Council
M.C. etc.*

the said roadway is maintained in good condition and suitable to carry traffic to and from the land which is hereinbefore referred to as the dominant tenement AND the Council of the Municipality of Canterbury HEREBY COVENANTS with the Company and its assigns that it will maintain and keep in repair as aforesaid the said roadway.

5. THE COMPANY as Covenantor hereby COVENANTS with the COUNTY COUNCIL and THE COUNCIL OF THE MUNICIPALITY OF CANTERBURY as Covenantees respectively to produce the document mentioned in the Sixth Schedule hereto.

6. THE COMPANY hereby renounces releases and forever quits claim unto the COUNTY COUNCIL all claims actions suits and proceedings of whatsoever nature and kind which the Company has or may have or but for these presents might have against the County Council in respect of the land described in the First and Second Schedules hereto arising out of or by virtue of the provisions of the County of Cumberland Planning Scheme Ordinance or otherwise arising out of the acquisition of the said land by the County Council and the severance of the said land from other land of the Company.

7. THE COUNCIL OF THE MUNICIPALITY OF CANTERBURY hereby ACKNOWLEDGES AND DECLARES that it will hold the said lands described in the First and Second Schedules hereto (subject to the easements hereinbefore mentioned) UPON TRUST for the following purposes and subject to the following conditions namely:-

- (a) That the said Council will hold the said lands for the purposes of a public park, public reserve or public recreation area and that the said Council will not use or permit to be used the said lands for any purpose other than the purposes of a public park public reserve or public recreation area.
- (b) That the said Council will not erect or permit to be erected on the said land or on any part thereof any building without first obtaining the approval of the County Council and will observe and comply with all conditions which the County Council may impose in connection with any such approval.

IN WITNESS WHEREOF the parties have duly executed this Deed.

FIRST SCHEDULE

ALL THAT piece or parcel of land containing by admeasurement 5 acres 1 rood 38 perches being part of the land comprised in Conveyance Registered Number 784 Book 351 situate in the Municipality of Canterbury Parish of Petersham County of Cumberland State of New South Wales COMMENCING at a point being the most Southern corner of Lot 3 as shown on the plan annexed to Instrument of Transfer Number F.669803 and bounded thence on the north west successively by the south eastern boundary of Lot 3 aforesaid bearing 9 degrees 33' minutes 50 seconds 200 feet 5½ inches by the south eastern boundary of Close Street bearing 9 degrees 53 minutes 30 seconds 43 feet 8 inches by the south eastern boundary of the lands comprised in Certificates of Title Volume 6499 Folio 107 and Volume 4204 Folio 87 bearing 9 degrees 10 minutes 40 seconds 241 feet 1 inch and by part of the south eastern boundary of land comprised in Certificate of Title Volume 6612 Folio 198 bearing 9 degrees 22 minutes 50 seconds 104 feet 3 inches then on the north east successively by part of the south western boundary of Lot 85 of the Sugar Company's Estate bearing 99 degrees 36 minutes 53 feet 6½ inches and by the south western boundary of the Bankstown to Sydney Railway being fenced lines successively bearing and distance 124 degrees 07 minutes 47 feet 7 inches 123 degrees 25 minutes 23 feet 5½ inches 122 degrees 13 minutes 69 feet 7½ inches 119 degrees 54 minutes 69 feet 1½ inches 116 degrees 07 minutes 69 feet 1½ inches 113 degrees 01 minutes 69 feet 4½ inches 110 degrees 56 minutes 68 feet 11½ inches 109 degrees 27 minutes 5 feet 6½ inches to the north western side of Winter Street and bounded thence on the south east by the north western side of Winter Street bearing 138 degrees 20 minutes 20 seconds 410 feet 4½ inches thence on the south east, south and south west generally by a north west, north and north east boundary of the land as shown upon the plan Catalogued M44294 Sy in the Lands Department's Plan Room being lines successively bearing 253 degrees 12 minutes 30 seconds 102 feet 10 inches 271 degrees 50 minutes 97 feet 0½ inches 258 degrees 53 minutes 101 feet 11½ inches 189 degrees 24 minutes 30 seconds 21 feet 8½ inches again on part of the south west by part of a north eastern boundary of land shown on the plan annexed to Instrument of Transfer No. F412630 bearing 286 degrees 29 minutes 30 seconds 172 feet 10½ inches to the point of commencement.

SECOND SCHEDULE

ALL THAT piece or parcel of land containing 2½ perches being part of Lot 85 of the Sugar Company's Estate situate in the Municipality of Canterbury Parish of Petersham County of Cumberland State of New South Wales COMMENCING at a point being the most easterly corner of the land comprised in Certificate of Title Volume 6612 Folio 198 and being the intersection of the south eastern boundary of the aforesaid Certificate of Title with the south western boundary of the Bankstown to Sydney Railway and bounded thence on the north east by part of the south western boundary of the aforesaid Railway Property

being a fenced line bearing 124 degrees 25 minutes 59 feet 1½ inches thence on the south west by part of the south western boundary of Lot 85 of the Sugar Company's Estate being a line bearing 279 degrees 36 minutes 53 feet 6½ inches thence on the north west by part of the south eastern boundary of the land comprised in Certificate of Title Volume 6612 Folio 198 being a line bearing 9 degrees 22 minutes 50 seconds 24 feet 9½ inches to the point of commencement.

THIRD SCHEDULE

ALL THAT piece or parcel of land being part of the land comprised in Conveyance Registered Number 784 Book 851 situate in the Municipality of Canterbury Parish of Petersham County of Cumberland State of New South Wales COMMENCING at a point on the north western boundary of the land contained in the abovementioned Conveyance being the Inter-section of the north eastern side of Close Street with the aforesaid boundary and bounded thence on the north east and north west successively by lines bearing 100 degrees 57 minutes 366 feet 5½ inches 68 degrees 17 minutes 39 feet 4½ inches 59 degrees 00 minutes 73 feet 4 inches to the north western side of Minter Street and bounded thence on the south east by part of the north western side of Minter Street bearing 183 degrees 20 minutes 20 seconds 25 feet 10½ inches thence on the south east and south west successively by lines bearing 239 degrees 00 minutes 58 feet 6½ inches 248 degrees 17 minutes 46 feet 10½ inches 280 degrees 57 minutes 371 feet 7½ inches to the south eastern boundary of Close Street and bounded thence on the north west by part of that side of Close Street bearing 9 degrees 53 minutes 30 seconds 20 feet to the point of commencement.

FOURTH SCHEDULE

ALL THAT piece or parcel of land being part of the land comprised in Registered Conveyance Number 784 Book 851 situate in the Municipality of Canterbury Parish of Petersham County of Cumberland State of New South Wales COMMENCING at a point on the North Western boundary of the land contained in the abovementioned Conveyance bearing 189 degrees 53 minutes 30 seconds 14 feet from the Inter-section of the North Eastern side of Close Street with the aforesaid boundary bounded thence on the North East by a line bearing 101 degrees 45 minutes 50 seconds 457 feet 11½ inches to the North Western side of Inter Street thence on the South East by part of the North Western side of Minter Street bearing 183 degrees 20 minutes 20 seconds 3 feet thence on the South West by a line bearing 281 degrees 45 minutes 50 seconds 458 feet 0½ inches thence on the North West by part of the North Western boundary of the land in Registered Conveyance No. 784 Book 851 bearing 9 degrees 53 minutes 30 seconds 3 feet to the point of commencement.

FIFTH SCHEDULE

ALL THAT piece or parcel of land situate at Canterbury in the Parish of Petersham County of Cumberland and State of New South Wales be

the hereinafter mentioned several dimensions a little more or less containing by admeasurement 3 Acres 2 Rods more or less and comprising part of Robert Campbell's 177 acres 1 rood Grant COMMENCING at the intersection of the Eastern building line of Minter Street with the Northern side of Cooks River and bounded thence on the West by part of the Eastern building line of Minter Street bearing North 1 degree 6 minutes West 487 feet 2½ inches to its intersection with the Southern side of the Murrumbidgee to Burwood Road Railway Land thence on the North on part of the East and again on the North by the South Western and Southern sides of that railway land being fenced lines bearing successively South 82 degrees 5 minutes East 31 feet 6½ inches South 84 degrees 53 minutes East 69 feet 8½ inches South 38 Degrees 10 minutes East 101 feet 3½ inches South 17 degrees 40 minutes East 68 feet North 87 degrees East 99 feet 0½ inches and North 83 degrees 10 minutes East 99 feet 0½ inches to the Western building line of Sugar House Road thence on the remainder of the East by part of the Western building line of Sugar House Road bearing South 15 minutes East 262 feet 4½ inches to the Northern side of Cooks River aforesaid and thence on the South by that Northern side of Cooks River bearing Westerly to the point of commencement and also ALL THAT piece or parcel of land situate as aforesaid be the hereinafter mentioned several dimensions a little more or less containing by admeasurement 3 rods and ¼ perch more or less and comprising part of Robert Campbell's 177 Acres 1 Rood Grant COMMENCING at the intersection of the Eastern building line of Sugar House Road with the Northern side of Cooks River and bounded thence on the West by part of the Eastern building line of Sugar House Road bearing North 15 minutes West 238 feet 4½ inches to its intersection with the Southern building line of Hill Street thence on the North by the Southern building line of Hill Street bearing North 77 degrees 15 East 81 feet 9½ inches and North 74 degrees 16 minutes East 71 feet 3½ inches to the Western boundary of land in Application 3100 Land Titles Office thence on the East by part of the Western boundary of that land bearing South 15 minutes East 204 feet 1 inch to the Northern side of Cooks River aforesaid and thence on the South by that Northern side of Cooks River bearing Westerly to the point of commencement.

SIXTH SCHEDULE

26th March 1908 CONVEYANCE made between Edward Richard William Denham of the one part and J.C. Hutton Proprietary Limited of the other part registered No. 784 Book 851.

The COMMON SEAL of J.C. HUTTON

PROPRIETARY LIMITED was hereto

affixed in the presence of:-

Edw. R. W. Denham Director
J. C. Hutton Director
W. J. Hutton Secretary

The COMMON SEAL of the CUMBERLAND
COUNTY COUNCIL was hereunto
affixed this 15th day of
November. 1956 in pursuance of
a resolution of the said Council
passed on the 15th day of
October 1956.

[Signature]
Chairman

[Signature]
County Clerk

The COMMON SEAL of the COUNCIL OF
THE MUNICIPALITY OF CANTERBURY was
hereunto affixed this 13th
day of Nov. 1956 in
pursuance of a resolution of the
said Council passed on the 8th
Nov day of 1956.

[Signature]
Mayor

[Signature]
Town Clerk