

MINISTER ADMINISTERING THE  
HERITAGE ACT, 1977.

AND

EDWIN HAROLD KLEIN

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Department of Environment  
and Planning,  
175 Liverpool Street,  
SYDNEY NSW 2000.  
File: HC33152.



with the corporate name MINISTER ADMINISTERING THE HERITAGE ACT, 1977, (hereinafter called "the Corporation" which expression includes its successors and assigns of the one part and EDWIN HAROLD KLEIN (hereinafter called "the Donor") of the other part.

WHEREAS:

- (i) KLEIN RETIREMENT COLLEGES AND SERVICES PTY. LTD. (hereinafter called "the Company") of which Edwin Harold Klein is Director and Principal Shareholder has generously offered ownership of Lot 12 in D.P. 260417 at Sutton Forest, Parish of Bong Bong, County of Camden, being land in Certificate of Title Volume 10832 Folio 187 excepting Lots 14 and 17, D.P. 260417 (hereinafter called "Hillview") and all its fixtures, fittings and all other contents to the Corporation for the purpose of ensuring that it will be maintained and conserved, it being recognised that "Hillview" is an item of the environmental heritage within the meaning of the Heritage Act, 1977, upon the condition that the Corporation enter into the agreement hereinafter contained and in the further deed made on even date between the parties hereto;
- (ii) The Corporation has accepted the generous offer of the Company and upon such condition;
- (iii) It is contemplated that the Historic Houses Trust or another government body, which will be responsible for maintaining and conserving "Hillview" will become at some appropriate time the owner of "Hillview";
- (iv) It is wished to ensure that if the Corporation or the Government bodies referred to in (iii) should decide for whatever reasons not to retain ownership of "Hillview" that the Donor's relatives referred to below will be given the opportunity of obtaining ownership of "Hillview" in priority to all others at no costs;
- (v) It is contemplated that moneys may need to be raised to pay for the maintenance of "Hillview" and its curtilage by the sale of part of the property;



- (vi) The Donor has allowed charitable and other benevolent organizations to use "Hillview" by opening it to the public on certain days of the year for inspection and it is wished to continue this practice.

NOW IT IS HEREBY AGREED AND DECLARED as follows:-

1. If within twenty (20) years of the date of this document the Corporation decides to sell, give or transfer the fee simple of "Hillview" other than to the Historic Houses Trust or to another government body which shall have agreed at the time of the sale gift or transfer to maintain and conserve "Hillview", the Corporation shall firstly offer to transfer "Hillview" at no cost together with any unspent money which may have been raised by a sale of part of the property -

A. to:-

- (a) the nephew of the donor, Kenneth Johnstone, as to one quarter share;
- (b) the wife of the said Kenneth Johnstone as to one quarter share; and
- (c) the children of the said Kenneth Johnstone and his wife or to the survivor or survivors of them, as to the other half share in equal shares as tenants-in-common;

or

B. Where either the said Kenneth Johnstone or his wife are dead to -

- (a) the survivor of the said Kenneth Johnstone or his wife as to the other half share; or
- (b) the children of the said Kenneth Johnstone and his wife as to the other half share;

or

C. Where both the said Kenneth Johnstone and his wife are dead to the children of the said Kenneth Johnstone and his wife or to the survivor or survivors of them in equal shares as tenants-in-Common.

2. Where the Corporation sells, gives or transfers the fee simple of "Hillview" to another government body it shall firstly obtain a deed containing an agreement in the same terms as set out in Clauses 1, 4 and 5 hereof from that government body.

3. Nothing in Clauses 1 or 2 will prevent the Corporation, the Historic Houses Trust or another government body referred to in those clauses from selling part of the land other than the house and outbuildings erected

people referred to in Clause 1 where the proceeds of that sale are to be directed towards the maintenance of the said house, outbuildings and curtilage or are to be invested or otherwise put aside to produce an income to be directed towards the maintenance of the said house, outbuildings and curtilage.

4. The Donor shall be allowed by the Corporation to open "Hillview" for inspection for such purposes as a Rotary Club Fair, Tulip Time Festival or any other similar purpose.

5. The Corporation shall maintain and conserve "Hillview" and all its fixtures, fittings and all other contents in a reasonable state of repair having regard to their present state of repair.

6. The Corporation shall as soon as is reasonably practicable following completion of its acquisition of "Hillview" make a permanent conservation order over "Hillview" pursuant to Section 44 of the Heritage Act, 1977.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first hereinbefore written.

THE OFFICIAL SEAL of the Minister )  
administering the Heritage Act, )  
1977, was hereunto affixed in the )  
presence of the Minister on the )  
date first abovementioned )

