

CASTLE HILL ORDINANCE 1982


No. 41 1982

AN ORDINANCE to authorise the exchange of certain land, to vary the trusts on which certain land is held and to regulate the use of certain land..

WHEREAS:

- A. Anglican Retirement Villages Diocese of Sydney (hereinafter called "Retirement Villages") is the registered proprietor of the land described in the First Schedule hereto.
- 5. B. The trustees of the de la Salle Brothers (hereinafter called "the Trustees") are the registered proprietors of the land described in the Second Schedule hereto.
- C. By an agreement (hereinafter called "the Sale Agreement") made the 15th day of October, 1982 between Retirement Villages of the one part and the Trustees of the other 10. part, the Retirement Villages agree to sell to the Trustees the land described in the Third Schedule hereto, which land is part of the land described in the First Schedule hereto.
- 15. D. By an agreement (hereinafter called "the Purchase Agreement") made the 15th day of October, 1982 between the Trustees of the one part and Retirement Villages of the other part, the Trustees agree to sell to Retirement Villages the land described in the Fourth Schedule hereto, 20. which land is part of the land described in the Second

Schedule hereto.

- E. The Sale Agreement and the Purchase Agreement are subject to certain conditions including, Inter alia, the passing of this Ordinance.
25. F. The land described in the First Schedule hereto is held upon trust for the objects (as varied from time to time) of Retirement Villages.
- G. It is unlikely that the land described in the Third Schedule hereto will be required for the provision of accomodation for retired or elderly people although the proceeds from the sale of the land so described could be applied in or towards that end.
- 30.
- H. By reason of circumstances which have arisen since the creation of the trust on which the land described in the Third Schedule hereto is held, it is expedient that the said land be sold.
- 35.
- I. The land described in the Fourth Schedule hereto is within the boundaries of the (Anglican) Parish of Castle Hill and the Parish Council of the said Parish (hereinafter called "the Parish Council") want to use the said land as the site for a new church building and other buildings and facilities.
- 40.
- J. The Parish Council has deposited the sum of seventy thousand dollars (\$70,000) with The National Bank of Australasia Limited, at the Castle Hill Branch of that bank, in a joint account opened in the names of Retirement Villages and the members of the Parish Council on terms that the deposit may be withdrawn only if the withdrawal is approved by a representative of Retirement Villages and of the Parish Council.
- 45.
- 50.
- 

## 3.

55. K. The Parish Council has arranged for the said bank to lend to the Parish Council so much of the purchase price of one hundred and fifty thousand dollars (\$150,000) payable under the Purchase Agreement as will not be met from the purchase price of three hundred thousand dollars (\$300,000) to be paid under the Sale Agreement and from the said deposit of seventy thousand dollars (\$70,000).
60. L. Retirement Villages has acknowledged that all interest which may accrue on the said deposit of seventy thousand dollars (\$70,000) shall belong to the said Parish Council.
65. M. By reason of circumstances which have arisen since the creation of the trusts on which the respective interests of Retirement Villages and the Parish Council in the land described in the Fourth Schedule hereto is held, it is inexpedient to carry out and observe the same to the extent that the same are hereby varied.
70. N. Retirement Villages and the Parish Council have made certain arrangements regarding the use of the land described in the Fourth Schedule hereto, which arrangements are set forth in the Fifth Schedule hereto.

NOW the Standing Committee of the Synod of the Diocese of Sydney in the name and place of the said Synod HEREBY ORDAINS DIRECTS DECLARES AND RULES as follows:-

75. 1. By reason of circumstances which have arisen since the creation of the trust on which the land described in the Third Schedule hereto is held, it is expedient that the said land be sold.



4.

80. 2. Retirement Villages is hereby authorised and empowered to sell the said land to the Trustees pursuant to the Sale Agreement freed from the trusts affecting the same and to apply the price to be paid therefor by the Trustees towards the price to be paid by Retirement Villages for the land described in the Fourth Schedule hereto.
85. 3. (1) By reason of circumstances which have arisen since the creation of the trusts on which the respective Interests of Retirement Villages and the Parish Council in the land described in the Fourth Schedule hereto is held, it is inexpedient to carry out and observe the same to the extent that the same are hereby varied.
90. (2) The said land shall be held upon trust for the Anglican Church of Australia in the Parish of Castle Hill.
95. (3) Subject, however, to the provisions hereinafter contained the provisions of the Fifth Schedule shall apply in relation to the said land.
100. (4) All proper and reasonable costs and expenses of Retirement Villages of and incidental to this ordinance, the sale of the land described in the Third Schedule hereto and the purchase of the land described in the Fourth Schedule hereto shall be paid by the Parish Council of the Parish of Castle Hill to Retirement Villages on demand.
105. 4. This Ordinance may be cited as "Castle Hill Ordinance 1982".



5.

FIRST SCHEDULE

All that land at Castle Hill being Lot 1 In Deposited Plan 544713  
and being the whole of the land in Certificate of Title Volume

110. 11541 Folio 213.

SECOND SCHEDULE

All that land at Castle Hill being the whole of the land in  
Certificate of Title Volume 5832 Folio 174.


THIRD SCHEDULE

115. Lot 11 in the plan annexed to the Sale Agreement.

FOURTH SCHEDULE

Lot 1 in the plan annexed to the Purchase Agreement.

FIFTH SCHEDULE

1. That no improvements will be erected on the land described  
120. in the Fourth Schedule hereto without the consent of  
Retirement Villages which consent shall not be unreasonably  
withheld and shall be given or withheld (as the case may  
be) expeditiously.
2. That Retirement Villages will treat all sewage from the  
125. land described in the Fourth Schedule hereto provided:-
- (a) the Parish Council pays a charge therefor assessed  
by Retirement Villages and based on rates ordinarily  
levied by the Metropolitan Water Sewerage and  
Drainage Board, and
- 

6.

130. (b) the Parish Council meets the cost of any modification to Retirement Village's sewage plant occasioned by such treatment or needed to treat such sewage and
135. (c) the Parish Council meets all costs of connecting the improvements on the land described in the Fourth Schedule hereto to Retirement Village's sewage treatment works and of maintaining those connections and will make good any damage occasioned by such maintenance to property vested in Retirement Villages.
140. 3. That the Parish Council will meet and discharge all costs charges fees and outgoings incurred by Retirement Villages in connection with any improvements erected or proposed to be erected on the land described in the Fourth Schedule hereto.
145. 4. That the Retirement Villages having been shown and agreed to the Parish Council's proposal for the development of land described in the Fourth Schedule hereto involving church, rectory, hall and stage, car parking for 172 motor vehicles, kitchens, amenities, four multi-purpose rooms and play areas as detailed in a site plan dated November 1981 of St. Paul's Church and Education complex, Castle Hill, scale 1:200 and prepared by Philip Cox & Partners, Architects for Civil & Civic Pty. Limited, it is expressly agreed as between the Parish Council and Retirement Villages that should the Parish Council have not
150. constructed a significant component of the development referred to above on the land described in the Fourth
- 155.

7.

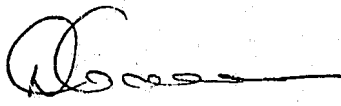

160. Schedule hereto within five years next following the date on which assent is given to this Ordinance, the Parish Council will not object to and will actively support an Ordinance being promoted to vary the trusts on which the said land is held so that the same shall be held on trust for the objects (as varied from time to time) of Retirement Villages. The Parish Council shall meet all costs incurred in connection with any such Ordinance.

165. 5. That should the land described in the Fourth Schedule hereto cease to be used for the purposes of the Parish, the Parish Council will not object to and will actively support an Ordinance being promoted to vary the trusts on which the said land is held so that the same shall be held on trust for the objects (as varied from time to time) of Retirement Villages. The Parish Council shall meet all costs incurred in connection with any such ordinance.

170. 6. That the Parish Council will use every endeavour to discourage persons using the land described in the Fourth Schedule hereto from using roadways and other facilities on land vested in Retirement Villages.

175. 7. That Retirement Villages shall not be required to contribute financially to the cost of any improvements erected at any time or from time to time on the land described in the Fourth Schedule hereto.

180. I CERTIFY that the Ordinance as printed as in accordance with the Ordinance as reported.

  
Chairman of Committee  


I CERTIFY that this Ordinance was passed by the Standing  
Committee of the Synod of the Diocese of Sydney on the ~~1st~~  
day of *November*, 1982.

*[Handwritten Signature]*  
Secretary

I ASSENT to this Ordinance.

*Donald Finson*  
Archbishop of Sydney  
*1/11/1982*