

BEXLEY NORTH ORDINANCE 1983 (NO. 2)

NO. 38 1983

AN ORDINANCE to authorise the grant of a right of carriageway over certain land at Bexley and to authorise the grant of a licence to use a garage situated on certain land at Bexley.

WHEREAS

A. Anglican Church Property Trust Diocese of Sydney (hereinafter called the "Property Trust") is the registered proprietor of the land described in the schedule hereto.

5 B. The said land is held upon trust for the Parish of Bexley North but no trusts in writing have been recorded in relation to the same.

C. Pursuant to the authority conferred by the Bexley North Ordinance 1983 and by an agreement made the 16th day of
10 September, 1983, the Property Trust agreed to sell the land comprised in Certificate of Title Volume 5224 Folio 61.

D. Special Condition 35 of the said agreement is in the following terms (a reference to the Vendor therein being a reference to the Property Trust):-

15 "35. (1) The Vendor, being also the registered proprietor of the adjoining land contained in Certificate of Title Volume 14321 Folio 249 being Lot 251 in Deposited Plan 613789 (hereinafter called "the Second Property")
20 agrees to grant to the Purchaser the rights hereinafter referred to.

(2) The obligations of the Vendor under this special condition are subject to the Synod of the Anglican Church of Australia in the
25 Diocese of Sydney, or the Standing Committee thereof, passing an Ordinance on or prior to the 31st day of October, 1983 which authorises

30 the Vendor to grant the rights hereinafter
referred to. If the said Ordinance is not
passed on or prior to the 31st day of October,
1983 which authorises the Vendor to grant the
rights hereinafter referred to. If the said
Ordinance is not passed on or prior to the
31st day of October, 1983 then either party
35 may rescind this Agreement at any time
thereafter by written notice to the other.

(3) The Vendor, in consideration of the payment of
a licence fee of Two dollars (\$2.00) per
month, agrees to grant to the Purchaser, his
40 successors and assigns the right and privilege
to use the garage situated on the Second
Property, identified and coloured red in the
plan annexed hereto and marked "B"
(hereinafter called "the Garage") subject to
45 the Purchaser entering into a licence
agreement containing the following terms and
conditions:

(a) The licence shall be for a term of fifty
(50) years.

50 (b) The Garage shall not be used for any
purpose other than for the parking of a
motor vehicle not being a truck or a
lorry.

55 (c) The Garage shall be maintained in good
and substantial repair by and at the cost
of the Purchaser.

60 (d) The Purchaser shall not do or omit or
suffer to be done or omitted any act,
matter or thing which might in any way
endanger the Garage and shall keep the

Vendor indemnified against all liability for death or injury to persons or loss of or damage to property caused by any motor vehicles brought onto the Second Property pursuant to this Licence.

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(e) Any motor vehicle parked in the Garage shall be at risk of the Purchaser. The Vendor shall not be liable in respect of any loss or damage to any such motor vehicle or anything attached thereto or contained therein (whether belonging to the motor vehicle or not) whether or not such loss or damage be caused by the negligence of the Vendor or any of its servants or agents.

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(f) The Licence may be determined by the Vendor forthwith upon default by the Purchaser for fourteen (14) days in the performance or observance of any covenant or agreement on the part of the Purchaser or condition contained in the Licence.

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(g) Any successor or assign of the Purchaser proposing to take the benefit of this Licence shall enter into an agreement in accordance with the terms and conditions of the Licence.

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(4) On or after completion the Vendor shall grant to the Purchaser a non-exclusive right of carriageway over the Second Property as set out in the Plan annexed hereto and marked "B", which right may be exercised by the Purchaser subject to the Purchaser and/or the Registered Proprietor of Lot 23 in Deposited Plan 18955

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adequately maintaining the said right of
carriageway.

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(5) The said Licence and the said right of
carriage way shall be in such terms as the
solicitors for the Vendor reasonably consider
appropriate in the circumstances, and the said
right of carriageway shall be appurtenant to
the Property and to the land contained in the
Lot 23 in Deposited Plan 18955."

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E. By reason of circumstances subsequent to the creation of
the trusts on which the said land is held it is expedient
that authority be given to the Property Trust to grant the
Licence and the non-exclusive right of carriageway referred
to in the said condition.

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

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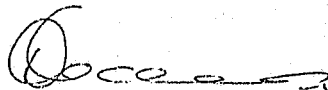
1. This Ordinance may be cited as "Bexley North Ordinance,
1983 (No. 2)".
2. By reason of circumstances which have arisen subsequent
to the creation of the trusts on which the said land is
held it is expedient that the Property Trust be
authorised to grant the Licence and non-exclusive right
of carriageway referred to in the said condition as
hereinbefore recited.
3. The Property Trust is hereby authorised and empowered to
grant the Licence and non-exclusive right of carriageway
upon the terms and conditions contained in the agreement
hereinbefore recited.

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SCHEDULE

All that land being Lot 251 in Deposited Plan 613789 and
being the whole of the land in Certificate of Title Volume
14321 Folio 249.

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



Chairman of Committees

I CERTIFY that this Ordinance was passed by the Standing Committee of the Synod of the Diocese of Sydney on the ~~21st~~ day of *October* 1983.



Secretary

I ASSENT to this Ordinance.



Archbishop of Sydney

31/10/1983