

# Penrith Leasing Ordinance 2011

No 17, 2011

## Long Title

An Ordinance to authorise the leasing of certain land at Penrith.

## Preamble

- A. Anglican Church Property Trust Diocese of Sydney (the "Property Trust") is the registered proprietor of the land contained in Lots 15 and 16 in Section 4 in DP1582 (the "Land").
- B. Sydney Anglican Home Mission Society Council ("Anglicare") is seeking to lease the land on a long term basis for a period of 40 years.
- C. By clause 5 of the Penrith Trust Ordinance 2005, the Land is church trust property and is held on trust for the purposes of the Parish of Penrith (the "Parish").
- D. It is expedient that the Land be leased and the proceeds applied in the manner set out in the Penrith Trust Ordinance 2005.

The Standing Committee of the Synod of the Diocese of Sydney Ordains as follows.

### 1. Name

This Ordinance is the Penrith Leasing Ordinance 2011.

### 2. Declaration

By reason of circumstances which have arisen after the creation of the trusts on which the Land is held it is expedient that the Land be leased and the proceeds be applied in the manner set out in the Penrith Trust Ordinance 2005.

### 3. Authority to lease

The Property Trust is authorised to –

- (a) enter into an agreement for lease to enable Anglicare to construct a facility for the provision of aged day care services (the "Facility") on the Land prior to the commencement of the lease;
- (b) lease to Anglicare the Land for a period of 40 years (including any options to renew) commencing from the date upon which Anglicare completes the construction of the Facility on such terms and conditions as the Property Trust and Anglicare may agree subject to such terms including –
  - (i) the permitted use of the Land will be to operate the Facility as a dementia/frail aged day-care centre or for such other purposes as the majority of the Parish Council, the Property Trust and Anglicare may determine from time to time provided that such activities are not inconsistent with the use of the Land for the provision of aged care services;
  - (ii) Anglicare shall be responsible for the maintenance and upkeep of all improvements erected on the Land during the term of the lease; and
  - (iii) Anglicare to pay to the Parish a rental to be agreed for the lease of the Land (but not less than \$25,000.00 per annum increasing by the Consumer Price Index but not lower than a minimum amount of 3% per annum) for the term of the lease.

### 4. Dispute Resolution

In the event that the Parish and Anglicare cannot reach agreement on some matter concerning the use of the Land in accordance with clause 3 either party may appeal to the Archbishop or his nominee to determine the matter. The Archbishop or his nominee may make such enquiries, seek such advice and do all such things as appear reasonable and proper in the circumstances before making a determination. The parties will be bound by any determination of the Archbishop or his nominee made under this clause.

**Penrith Leasing Ordinance 2011**

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

R TONG  
Deputy Chairman of Committees

I Certify that this Ordinance was passed by the Standing Committee of the Synod of the Diocese of Sydney on 30 May 2011.

R WICKS  
Secretary

I Assent to this Ordinance.

PETER F JENSEN  
Archbishop of Sydney  
27/06/2011