

DATED

2009

THIRD DEED TO VARY GROUND LEASE

BETWEEN

ANANGU PITJANTJATJARA YANKUNYTJATJARA

("the Lessor")

-AND-

MINISTER FOR HOUSING

("the Lessee")



Government
of South Australia

CROWN SOLICITOR
Level 9, 45 Pirie Street, Adelaide SA 5000

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INFORMATION**
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THIS LEASE VARIATION made

2009

BETWEEN:

ANANGU PITJANTJATJARA YANKUNYTJATJARA (ABN: 77 261 612 162) a body corporate pursuant to the *Anangu Pitjantjatjara Yankunytjatjara Land Rights Act 1981 (SA)* of PMB 227 Umuwa via Alice Springs 0872 Northern Territory ("**the Lessor**")

AND

MINISTER FOR HOUSING a body corporate established by virtue of the *Administrative Arrangements Act 1994 (SA)* whose office is situated at level 2, 45 Pirie Street, Adelaide 5000 in the State of South Australia ("**the Lessee**").

RECITALS:

- A. Pursuant to the APY Act, the Governor issued a land grant to Anangu Pitjantjatjara Yankunytjatjara for the whole of the lands comprised and described in Land Grant Register Book Volume 4183 Folio 627 in South Australia.
- B. Pursuant to the APY Act, Anangu Pitjantjatjara Yankunytjatjara is responsible for the management, use and control of the lands and provides approval for the management, use and control of the lands in consultation with Traditional Owners.
- C. On 13 October 2008, the Lessor and the Lessee entered into a ground lease over specified portions of the lands (the Ground Lease).
- D. On 13 October 2008, the Lessor and the Lessee also entered into a lease variation to vary the terms and conditions of the Ground Lease (the First Lease Variation).
- E. The Ground Lease sets out a process by which further specified portions of the lands are made subject to the Ground Lease and it also sets out a process by which to excise parcels of land from the Ground Lease, and on 10 December 2008 the Lessor and the Lessee entered into a further lease variation to vary the portions of the lands subject to the Ground Lease (the Second Lease Variation).
- F. The Lessor and the Lessee have now agreed to make specified portions of the lands at Mimili subject to the Ground Lease.

- G. The Lessor and the Lessee have also agreed that certain portions of land subject to the Ground Lease at Amata in Filed Plan FPX 52030 be excised from the Ground Lease and be replaced by other portions of land at Amata that are to be made subject to the Ground Lease and clarify the process by which the Ground Lease or any lease variation commence and are registered.
- H. The Lessor has consulted the Traditional Owners of the Site and the Common Area and has had regard to their interests, and is satisfied that the Traditional Owners of the Site and the Common Area concerned understand the nature and purpose of this Lease Variation and consent to it.
- I. For the purposes of section 6(4) of the APY Act, the Executive Board has made a resolution to grant this Lease Variation.

1. **DEFINITIONS**

In this lease variation the words and expressions shall have the meanings given to them in the Ground Lease. Additionally, the following words and expressions shall have the following meanings unless the context otherwise requires:

- 1.1 **“Ground Lease”** means the lease entered into by the Lessor and Lessee over specified portions of the lands on 13 October 2008 as varied by the First Lease Variation and the Second Lease Variation;
- 1.2 **“First Lease Variation”** means the lease variation entered into by the Lessor and the Lessee on 13 October 2008 to vary the terms and conditions of the Ground Lease;
- 1.3 **“Second Lease Variation”** means the lease variation entered into by the Lessor and the Lessee on 10 December 2008 to vary the Site of the Ground Lease.

2. **COMMENCEMENT OF THIS LEASE VARIATION**

This lease variation becomes binding on the parties and forms part of the Ground Lease on the date the Lessee gains possession of the lease variation, duly executed by both parties, from the Lessor.

3. **VARIATION OF GROUND LEASE**

Pursuant to clause 4.16.1 of the Ground Lease,

- (a) the definition of “Commencement Date” in the Ground Lease is varied and now reads “means the date on which the Lessee gains possession of this

Lease duly executed by both parties. To avoid any doubt the Ground Lease and First Lease Variation commenced on 13 October 2008 and the Second Lease Variation commenced on 10 December 2008;”

- (b) the definition of “Site” in the Ground Lease is varied by deleting sub-paragraph (a) and (b) within that definition and inserting new sub-paragraphs (a), (b), (c) and (d) within that definition, being:

“(a) being parcels of land identified in Filed Plan FPX 52030 as AMA107, AMA108, AMA109, AMA114, AMA115, AMA116, AMA117, AMA118, AMA121, AMA125, AMA126, AMA127, AMA136, AMA154, AMA155, AMA201, AMA202, AMA204, AMA232, AMA233, AMA251, AMA252, AMA313, AMA314, AMA315, AMA317, AMA321, AMA323, AMA324, AMA325, AMA326, AMA327, AMA328, AMA331, AMA332, AMA333, AMA334, AMA335, AMA337, AMA338, AMA407, AMA423, AMA424, AMA435, AMA501, AMA503, AMA504, AMA507 and AMA608; and

(b) being parcels of land identified in Filed Plan FPX 52425 as AMA112, AMA113, AMA156, AMA157, AMA335, AMA342, AMA508;

(c) being parcels of land identified in Filed Plan FPX52048 as MIM101, MIM103, MIM111, MIM112, MIM132, MIM133, MIM141, MIM142, MIM143, MIM144, MIM145, MIM146, MIM147, MIM151, MIM152, MIM154, MIM155, MIM156, MIM157, MIM161, MIM162, MIM164, MIM165, MIM166, MIM167, MIM168, MIM212, MIM213, MIM231, MIM241, MIM242, MIM243, MIM304, MIM305, MIM306, MIM307, MIM312, MIM313, MIM314, MIM315, MIM316, MIM331;

(d) being parcels of land identified in Filed Plan FPX 52424 as MIM180, MIM181, MIM257 and MIM355,

together with all fixtures, fittings, plant and equipment and any alterations being improvements made to the Site.”

- (c) Clauses 6.1 to 6.6 inclusive in the Ground Lease are replaced with the following clauses:

“6.1 Upon execution of the lease, the Lessee shall arrange for ONE (1) copy of the executed lease or any variation to the lease pursuant to clause 4.16 (“the **Lease Variation**”) to be provided to the Lessor as soon as practicable and for the Lessee to advise the Lessor in writing the date the Lessee has gained possession of the relevant lease or Lease Variation duly executed by both parties;

EXECUTED AS A DEED

THE COMMON SEAL of)
MINISTER FOR HOUSING)
was affixed hereto by the authority of the)
Minister in the presence of)
.....

THE COMMON SEAL of ANANGU)
PITJANTJATJARA YANKUNYTJARA was)
hereunto affixed in the presence of:)



.....
Chairperson
Kenneth J. Newman
.....
General Manager
[Signature]
.....
Director of Administration