

DATED

2009

FOURTH 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

**COPY FOR YOUR
INFORMATION**

*Original sent via mail
17/9/09*

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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 thereafter entered into a further lease variation that amended certain provisions of the Ground Lease and made further specified portions of the lands subject to the Ground Lease (the Third Lease Variation).

- G. The Lessor and the Lessee have now agreed to add specified portions of the lands at Pukatja to the Ground Lease.
- 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.

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, the definition of "Site" in the Ground Lease is varied by inserting sub-paragraph (e) in that definition to add the following parcels of land at Pukatja to the Site:

" (e) being parcels of land identified in Filed Plan FPX52047 as ERN203, ERN221, ERN403, ERN425 and ERN455."

4. **CONFIRMATION OF GROUND LEASE AND LEASE VARIATION**

Unless otherwise expressly stipulated in this lease variation, the parties agree that:

- 4.1 this lease variation is supplementary to and shall be read in conjunction with the Ground Lease; and
- 4.2 the terms and conditions of the Ground Lease are confirmed in all other respects.

5. **EFFECT OF THIS LEASE VARIATION**

This lease variation supersedes all prior agreements, understandings, and negotiations in respect of the matters that are specifically dealt with in this lease variation.

6. **RECITALS**

The parties acknowledge the recitals are true and correct.

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

Kevin J. Newman
.....
General Manager

[Signature]
.....
Director of Administration

