FORM L1 (Version 6)

GUIDANCE NOTES AVAILABLE

3……
……

4……
…..

5……
…..

SERIES NO	PREFIX
	L

AGENT CODE

LODGED BY:

CORRECTION TO: **CROWN SOLICITOR'S OFFICE**
CSOL 22

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT (COPIES ONLY)

1……
……

2……
…..

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	

CSO - 227783

CORRECTION	PASSED
REGISTERED REGISTRAR GENERAL	

LEASE

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION

Those portions of the land comprised in Certificate of Title Volume 5709 Folio 145 being the areas marked "CFS Shed", "Tower Yard", "Porch", "Shed B" and "Yard C" in GRO Plan No. 351/2003

ESTATE & INTEREST

Fee Simple

LESSOR (Full name and address)

MID MURRAY COUNCIL of PO Box 28, Mannum, South Australia 5238

LESSEE (Full name, address and mode of holding)

MINISTER FOR EMERGENCY SERVICES AND CORRECTIONAL SERVICES a body corporate pursuant to the *Administrative Arrangements Act 1994* (SA) of Level 10, 81-95 Waymouth Street, Adelaide SA 5000

TERM

COMMENCING ON 1 October 2024

AND

EXPIRING ON 30 September 2045

together with the right of renewal (if any) set out in clause 4.3

RENT AND MANNER OF PAYMENT (or other consideration)

The rent set out in Item 2 of the Schedule payable in the manner and at the time specified in Item 2 of the Schedule

IT IS CONVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as listed herein:
(Covenants, where not deposited, to be set forth on insert sheet(s) 5 to 21 and securely attached)

OPERATIVE CLAUSE **Delete the inapplicable*

The Lessor LEASES TO THE LESSEE the land described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed *herein ~~/ *in Standard Terms and Conditions No. _____~~ and to the powers and covenants implied by the *Real Property Act 1886* (except to the extent that the same are modified or negated).

DEFINE THE LAND BEING LEASED INCORPORATING THE REQUIRED EASEMENT(S) ETC.

CONSENTS

Nil.

DATED.....

CERTIFICATION **Delete the inapplicable*

Lessor(s)

*The Certifier has taken reasonable steps to verify the identity of the lessor or his, her or its administrator or attorney.

*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

<Name of certifying party>
<Capacity of certifying party>

for: *<Company name>*

on behalf of the Lessor

Lessee(s)

*The Certifier has taken reasonable steps to verify the identity of the lessee or his, her or its administrator or attorney.

*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

<Name of certifying party>
<Capacity of certifying party>

for: *<Company name>*

on behalf of the Lessee

LEASE TERMS AND CONDITIONS

TABLE OF CONTENTS

1. INTERPRETATION 9

1.1 Definitions 9

1.2 Interpretation 10

2. LESSEE'S OBLIGATIONS 11

2.1 Pay Rent 11

2.2 Pay Outgoings 11

2.3 Maintain Premises 11

2.4 Keep Premises in neat, tidy and clean condition 12

2.5 Permitted Use 12

2.6 Comply with statutes etc. 12

2.7 Alterations and additions or replacement 12

2.8 Obligations at end of Lease 13

2.9 Assignment and Subletting 13

2.10 Lessor's Inspection 14

2.11 Release 14

2.12 Indemnity 14

2.13 No Signs 14

2.14 No Nuisance 14

3. LESSOR'S OBLIGATIONS 15

3.1 Quiet Enjoyment 15

3.2 Insurance 15

3.3 Maintenance of Services on the Land 15

3.4 Common Areas 15

4. MUTUAL COVENANTS 16

4.1 Damage and Destruction 16

4.2 Termination 16

4.3 Right of First Refusal to purchase freehold ..... **Error! Bookmark not defined.**

4.4 Right of Renewal 16

4.5 Holding Over 18

4.6 Severance 18

4.7 Entire Agreement 18

4.8 Modification 18

4.9 Waiver 18

4.10 Notices 19

4.11 Costs 19

4.12 Delegation 20

4.13 Early termination 20

4.14 Dispute Resolution 20

4.15 Resumption or Compulsory acquisition 20

4.16 No Warranties 20

4.17 Goods and Services Tax 21

4.18 Auditor-General 21

4.19 Free and Unrestricted Right of Way 21

SCHEDULE 20

ANNEXURE A 21

1. INTERPRETATION

1.1 Definitions

In this Lease, the following words and expressions shall have the following meanings, unless the context otherwise requires:

1.1.1 **Business Days** means Monday to Friday (excluding public holidays under the *Holidays Act 1910* (SA));

1.1.2 **Claim** means any claim, demand, action, cause of action, proceedings, judgment, order, relief, remedy, right, entitlement, damage, loss, compensation, reimbursement, cost, expense or liability incurred, suffered, brought, made or recovered of whatever nature, howsoever arising and whether presently ascertained, immediate, future or contingent or whether arising at law or in equity or whether of a contractual, proprietary or tortious nature (whether in negligence, other breach of duty, of a strict liability or otherwise);

1.1.3 **Common Areas** means those portions of the Land or the buildings situated on the Land provided by the Lessor from time to time for common use by occupiers of the Land from time to time including, but not limited to, entrances, paths, landscaped areas, passageways and those portions (if any) of the Land or the buildings situated on the Land identified in Item 3 of the Schedule;

1.1.4 **Commencement Date** means the date specified as the Commencement Date on page 1 of this Lease in the panel titled "Term";

1.1.5 **Default Rate** means a rate of interest equal to the maximum Indicator Lending Variable Rate (for Bank's business loans for small business) published in the *"Reserve Bank of Australia Bulletin"* published monthly by the Reserve Bank of Australia, for the month in which interest commences to be payable pursuant to clause **Error! Reference source not found.** of this Lease;

1.1.6 **Land** means the whole of the land referred to in Item 1 of the Schedule;

1.1.7 **Lessee** means the said Minister for Emergency Services and Correctional Services and, where appropriate, includes the Lessee's permitted assigns or subtenants and the Lessee's Representative;

1.1.8 **Insurable Risk** means any of the following risks, namely, fire, storm, tempest, earthquake, lightning, rain, water and other water damage including flood, aircraft and other aerial devices and articles dropped from them, explosion, malicious damage, riot, strikes, impact by vehicles, sprinkler leakage and other usual and necessary risks against which a prudent building owner can and does ordinarily insure;

1.1.9 **Lessee's Representative** means a person nominated in writing from time to time to the Lessor by the Lessee as the Lessee's Representative;

1.1.10 **Lessor** means the Lessor named and described on page 1 of this Lease in the panel titled "Lessor" together with the Lessor's successors and assigns (if the Lessor is a

body corporate) and its heirs, executors, administrators and assigns (if the Lessor is an individual);

1.1.11 **Permitted Use** means the use of the Premises for the purposes of the provision of emergency services (including, but not limited to, the provision of fire emergency services, the maintenance of emergency services vehicles and equipment, the storage of emergency services equipment and for training purposes including the holding of training sessions at night) and for all purposes incidental to such purposes;

1.1.12 **Premises** means that land more particularly described on page 1 of this Lease in the panel titled "Land Description" including the buildings or structures situated on such Premises (whether constructed by the Lessor or the Lessee) and, where appropriate, includes any part or parts of the Premises;

1.1.13 **Services** means the plumbing, sewerage, gas and electricity services situated on the Land and servicing the Premises;

1.1.14 **Term** means the initial term granted by the Lessor as specified on page 1 of this Lease in the panel titled "Term" and includes such further period as the Lessee may occupy the Premises in accordance with this Lease (including any extension of this Lease pursuant to clause 4.3).

1.2 **Interpretation**

1.2.1 The panel form titled "Lease" inside which these terms and conditions are contained shall be incorporated in and form part of this Lease.

1.2.2 The Schedule means the Schedule to this Lease which forms part of this Lease and any reference to an "Item of the Schedule" means the relevant Item of the Schedule to this Lease.

1.2.3 Words importing the singular shall include the plural and vice versa and words importing a gender shall include every other gender

1.2.4 Where two or more persons are included as "Lessor", the Lessor's obligations set out in this Lease refer to and shall bind such persons and any two or greater number of them jointly and each of them severally.

1.2.5 Any reference to a person shall include a body corporate and vice versa.

1.2.6 Reference to a statute includes all statutes amending, consolidating or replacing the statutes referred to.

1.2.7 Headings and clause numbers have been inserted for the purpose of convenient reference only and shall not affect the construction or interpretation of this Lease.

1.2.8 Where the words "Not Applicable" appear opposite any Item of the Schedule, then each and every clause in this Lease in which specific reference is made to such part of the relevant Item of the Schedule shall be of no effect.

1.2.9 A reference to writing shall be construed as including a reference to any mode of representing or reproducing words, figures or symbols in a visible form.

1.2.10 In any circumstances where the Lessor's consent is required pursuant to this Lease, such consent shall not be unreasonably withheld or delayed.

2. LESSEE'S OBLIGATIONS

2.1 Pay Rent

The Lessee shall pay to the Lessor the rent specified in Item 2 of the Schedule at the time and in the manner set out in Item 2 of the Schedule.

2.2 Pay Outgoings

2.2.1 The Lessee shall pay as and when they fall due:

(a) all charges for gas, electricity, excess water and oil consumed in or on the Premises;

(b) all charges (including rentals) in respect of any telephone services connected to the Premises; and

(c) all other charges imposed by any public utility or authority or by any other person for the supply of any services separately charged in respect of the Premises,

PROVIDED ALWAYS that where there are no separate assessments in respect of the Premises and such charges are payable in respect of the whole of the Land, then the Lessee shall pay that proportion of such charges as is set out in Item 4(a) of the Schedule.

2.2.2 The Lessee shall pay as and when the same fall due for payment all statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Premises **PROVIDED ALWAYS** that where there are no separate assessments in respect of the Premises and such statutory rates, taxes, charges or levies are payable in respect of the Land, then the Lessee shall pay such proportion of statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Premises as is set out in Item 4(b) of the Schedule.

2.3 Maintain Premises

2.3.1 The Lessee shall at its expense at all times during the Term maintain the Premises in good and substantial repair and condition (including structural repair and condition) (both internally and externally) having regard to the condition the Premises were in as at the Commencement Date.

2.3.2 Without limiting clause 2.3.1, the Lessee shall at its expense every ten years during the Term (unless otherwise agreed by the Lessor and the Lessee in writing) repaint or treat in a proper and tradesmanlike manner those parts of the Premises as were painted or treated at the Commencement Date.

2.4 **Keep Premises in neat, tidy and clean condition**

2.4.1 The Lessee shall at its expense keep the Premises in a neat, tidy and clean condition at all times during the Term and free from all accumulations of rubbish, dirt, litter, office waste and vermin and shall not permit the Premises to be or become in any insanitary and unhygienic condition.

2.4.2 Without limiting clause 2.4.1, the Lessee shall ensure that all waste materials and garbage are kept in proper waste receptacles at all times and the Lessee shall at its expense arrange for the regular removal of such waste materials and garbage from the Premises.

2.5 **Permitted Use**

The Lessee shall not use the Premises for any purpose other than for the Permitted Use and in accordance with Regulation I5A of the *Local Government (General) Regulations 2013*, there shall be no substantial change in the use of the Premises during the Term (disregarding trifling, insignificant or subsidiary uses).

2.6 **Comply with statutes etc.**

The Lessee shall at all times during the Term promptly comply with:

2.6.1 all statutes, regulations, by-laws, ordinances, rules and other forms of statutory instruments or delegated legislation applicable to the Premises or to the use of the Premises by the Lessee; and

2.6.2 all notices, orders or requirements lawfully given or made by an authority or any other person in respect of the Premises.

2.7 **Alterations and additions or replacement**

The Lessee may with the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed) at its expense either:

2.7.1 make any alterations or additions to the Premises it considers necessary or appropriate (whether structural or otherwise); or

2.7.2 if it considers it necessary or appropriate, replace the buildings or structures comprising the Premises with new buildings or structures to the Lessee's satisfaction,

PROVIDED ALWAYS that:

2.7.3 prior to making any such alterations or additions or undertaking such replacement, the Lessee shall at its expense obtain all approvals required by law (if any); and

2.7.4 without limiting clause 2.7, the Lessee shall undertake any such alterations or additions or replacement (as the case may be) in accordance with all such approvals and in accordance with the requirements of all applicable statutes, regulations, by-laws, ordinances, rules and other form of statutory instruments or delegated legislation and the requirements of all notices or orders lawfully given or made by an authority or any other person.

2.8 **Obligations at end of Lease**

On the expiration or earlier termination of this Lease, the Lessee shall vacate the Premises, remove all of its equipment and goods from the Premises and either:

2.8.1 if so required in writing by the Lessor, deliver up possession of the buildings and structures situated on the Premises in the condition required by clauses 2.3 and 2.4 having regard to the age of such buildings and structures (fair wear and tear excepted), such buildings and structures remaining or becoming the property of the Lessor on such expiration or earlier termination of this Lease, the Lessor paying no compensation to the Lessee for such buildings or structures; or

2.8.2 if so required in writing by the Lessor, the Lessee shall within a reasonable period of time after the expiration or earlier termination of this Lease remove all of the buildings and structures situated on the Premises from the Premises and restore the Premises to a clean, safe, clear and uncontaminated condition to the reasonable satisfaction of the Lessor having regard to the condition the Premises were in as at the Commencement Date.

2.9 **Assignment and Subletting**

2.9.1 Subject to clause 2.9.2, the Lessee shall not assign, transfer, sublet, mortgage, charge or otherwise part with possession of the Premises without the prior written consent of the Lessor which consent shall not be unreasonably withheld or delayed **PROVIDED ALWAYS** that:

(a) there is no existing breach of the Lease by the Lessee at the time of making a request for consent;

(b) the Lessee shall at the time of making a request for consent provide the Lessor with such written information and particulars regarding the financial viability and capacity of the proposed assignee, sublessee or occupier as the Lessor reasonably requires;

(c) the Lessee shall pay the Lessor's reasonable costs and expenses incurred by the Lessor in satisfying itself as to the suitability of the proposed assignee, sublessee or occupier; and

(d) notwithstanding the giving of consent to any assignment, transfer, subletting or parting with possession, the Lessee shall remain liable for the obligations of the Lessee in this Lease for the balance of the Term.

2.9.2 The Lessee may, without the written consent of the Lessor, at any time during the Term transfer, assign this Lease or sublet the Premises, part with possession of the Premises or otherwise allow the occupation of the Premises by any other Minister of the Crown or any agency or instrumentality of the Crown who will use the Premises for the Permitted Use.

2.10 **Lessor's Inspection**

2.10.1 The Lessee shall permit the Lessor and any officer, employee, agent or contractor of the Lessor at all reasonable times on reasonable notice to the Lessee (except in an emergency when no notice shall be required), to enter on the Premises to examine and view the state and condition of cleanliness and repair of the Premises and by notice in writing served on the Lessee to require the Lessee within a reasonable time fixed in the notice to clean or repair the Premises or otherwise comply with any of the Lessee's obligations set out in this Lease.

2.10.2 The Lessee shall clean or repair the Premises or otherwise comply with the Lessee's obligations set out in this Lease in accordance with the notice referred to in clause 2.10.1 as far as it may be liable to do so pursuant to this Lease and within the reasonable time stated in the said notice. In default of the Lessee so doing, it shall be lawful for, but not obligatory on, the Lessor to carry out the required cleaning, repair or other Lessee's obligations at the expense of the Lessee who shall, on demand being made therefor, pay to the Lessor all moneys expended by the Lessor in carrying out all such cleaning, repairs and other Lessee's obligations.

2.11 **Release**

The Lessee shall occupy the Premises at the risk in all things of the Lessee and the Lessee releases to the full extent permitted by law the Lessor, its officers, employees, contractors and agents, in the absence of any default, neglect or omission on their part, from all Claims resulting from any accident, personal injury or loss of or damage to property occurring in, on or in the vicinity of the Premises (including any loss or damage to any personal property of the Lessee).

2.12 **Indemnity**

The Lessee shall indemnify and keep indemnified the Lessor, its officers, employees, contractors and agents from and against all Claims which the Lessor may incur or incurs in connection with any loss of life, personal injury or loss of or damage to property arising from or out of or in connection with the use and occupation of the Premises by the Lessee except where such loss of life, personal injury or loss of or damage to property is caused by any neglect, default or omission by the Lessor or its officers, employees, agents or contractors.

2.13 **No Signs**

The Lessee shall not erect, affix, exhibit or display any signs or other advertising material on the Premises without the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed).

2.14 **No Nuisance**

The Lessee shall not do or permit to be done or carry on or permit to be carried on in, on or about the Premises:

2.14.1 anything which in the reasonable opinion of the Lessor may be or be likely to become a nuisance to any other premises adjoining or in the vicinity of the Premises; or

2.14.2 any offensive trade or business.

3. LESSOR'S OBLIGATIONS

3.1 Quiet Enjoyment

If the Lessee observes and performs all of the Lessee's obligations set out in this Lease, then the Lessee may peaceably possess and enjoy the Premises without interruptions or disturbance from the Lessor or from any person claiming under or from the Lessor, except for any interruption or disturbance which may be permitted by the terms of this Lease.

3.2 Insurance

3.2.1 The Lessee warrants that the Lessee is entitled to the benefit of the South Australian Government insurance and risk management arrangements administered by the Insurance Division of the South Australian Government Financing Authority, in respect of its use of the Premises pursuant to this Lease.

3.2.2 The Lessor warrants that it is a member of the Local Government Association Mutual Liability Scheme (**Scheme**) and is bound by the rules of the Scheme pursuant to the provisions of the *Local Government Act* and in the event that the Lessor ceases to be a member of the Scheme it will immediately, pursuant to provisions of the *Local Government Act*, effect public liability insurance to a minimum level of cover of three hundred million dollars ($300,000,000).

3.2.3 The Lessee shall ensure that its sublessees (excluding any Minister of the Crown or any agency or instrumentality of the Crown) shall at their expense effect and maintain:

(a) a policy of public risk insurance in respect of the Premises in which the limits of public risk shall be not less than **TWENTY MILLION DOLLARS** ($20,000,000) in respect of any one claim or such further sum as the Lessor from time to time reasonably requires; and

(b) such other insurance policies (if any) as the Lessor and the Lessee agree.

3.3 Maintenance of Services on the Land

The Lessor shall at its expense maintain all Services on or in the Land (excluding those situated on the Premises) in good working order at all times during the Term.

3.4 Common Areas

3.4.1 The Lessor shall allow the Lessee, its agents, contractors, workmen, employees, subtenants, licensees and invitees to use the Common Areas at all times during the Term, in common with the Lessor and any other occupiers of the Land from time to time for the purposes for which such Common Areas were designed.

3.4.2 The Lessee shall at its expense restore the Common Areas to a neat and tidy condition after each use by it of the Common Areas (having regard to the condition they were in prior to the Lessee's use of them).

4. MUTUAL COVENANTS

4.1 Damage and Destruction

If the Premises are damaged or destroyed so as to be unfit for use by the Lessee, then unless the Lessee otherwise agrees, the Lessor shall at its expense promptly and diligently reinstate the buildings and structures on the Premises to the Lessee's reasonable satisfaction **PROVIDED ALWAYS** that if the Lessor has neither reinstated the buildings and structures on the Premises nor made substantial progress towards reinstatement of the buildings and structures on the Premises within a period of six (6) months from the occurrence of such damage or destruction, then the Lessee may by written notice at any time after the expiration of such six (6) month period terminate this Lease and neither party shall have any claim against the other in respect of such termination except in respect of antecedent breaches of this Lease by the other party.

4.2 Termination

4.2.1 If the Lessee breaches any of its obligations set out in this Lease and, following the giving by the Lessor of written notice of such breach, the Lessee fails to rectify such breach within one calendar month (if such breach is capable of being rectified within such time) or fails to make diligent progress towards rectifying any such breach (if such breach is incapable of rectification within such time), then the Lessor may terminate this Lease immediately by written notice to the Lessee and re-enter the Premises.

4.2.2 Notwithstanding any other provision of this Lease, the Lessee may terminate this Lease at any time without cause by giving six (6) months' written notice to the Lessor, and the Lessor shall not have any claim or take any action against the Lessee in respect of such termination except for any antecedent breaches of this Lease by the Lessee.

4.3 Right of First Refusal to purchase freehold

The Lessor covenants and agrees with the Lessee that if the Lessor is desirous of disposing of its estate in fee simple in the Land or the Premises at any time during the Term, then the Lessee shall have the right of first refusal to purchase the Land or the Premises subject to the following terms and conditions:

4.3.1 the Lessor shall give notice in writing to the Lessee of the Lessor's intention to dispose of the Land or the Premises and such notice shall constitute an offer by the Lessor to sell the Land or the Premises (as the case may be) to the Lessee and shall specify the consideration required by the Lessor from the Lessee for the purchase by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) which consideration shall not in any respect whatsoever constitute the imposition of any more onerous obligations and duties on the Lessee or require the

Lessee to pay any greater pecuniary sum than that which the Lessor would impose or require from a purchaser other than a Lessee. If the Lessor and the Lessee are unable to agree within a reasonable time as to the consideration for the purchase of the Land or the Premises (as the case may be) by the Lessee on the basis set out above, then either party may request the President or Vice President for the time being of the Australian Property Institute (South Australian Division) to appoint a qualified valuer of not less than five years' experience in valuing like land or premises and who is prepared to undertake such determination for a fee determined by the President or Vice President for the time being of the Australian Property Institute (South Australian Division) based on an hourly rate having regard to the complexity of the valuation and the experience of the qualified valuer undertaking such valuation. The qualified valuer appointed shall determine the consideration for the purchase of the Land or the Premises (as the case may be) on the basis set out above;

4.3.2 the Lessee shall, within sixty (60) days after the service of such notice, give notice in writing to the Lessor of the Lessee's acceptance or rejection of the Lessor's offer to sell. In the event of the service of a notice of acceptance by the Lessee on the Lessor there shall be deemed to be a binding contract for the sale by the Lessor and the purchase by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) for the consideration stated in the notice given by the Lessor to the Lessee (**purchase price**) subject to the following terms and conditions:

(a) the whole of the purchase price shall be paid at settlement which shall take place no more than ninety (90) days or such other date as the Lessor and the Lessee mutually agree from the date of service of the Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) on the Lessee,

(b) all rents, rates, taxes, insurance and other outgoings and incomings shall be adjusted to the date of settlement,

(c) the Lessee shall deliver to the Lessor a panel form Transfer in registrable form and the Lessor shall execute such Transfer and deliver the same to the Lessee at settlement and on payment of the purchase price in full,

(d) the Land shall in all respects be at the risk of the Lessee as and from the date of service of the Lessee's notice of acceptance on the Lessor,

(e) settlement shall take place at the Lands Titles Registration Office or at such other place as may be mutually agreed between the Lessor and the Lessee.

4.3.3 If the Lessee shall refuse, neglect or otherwise fail to give notice in writing to the Lessor within a period of sixty (60) days after the date of service of the Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) on the Lessee or if the Lessee notifies the Lessor of its rejection of such offer to sell, then the Lessor shall then be at liberty at any time to sell the Land or the Premises (as the case may be) to any person other than the Lessee at the purchase price (as referred to in this clause 4.3) but the Lessor shall not be entitled to sell the Land or the Premises (as the case may be) at any lesser price without first giving the Lessee the opportunity of

purchasing the same at such lesser price on the terms and in the manner set out in this clause 4.3.

4.4 **Right of Renewal**

The Lessor shall, on the written request of the Lessee made not later than three (3) months before the expiration of the initial term, and if, at the time of such request and at the expiration of the initial term, there shall not be any existing breach of any of the Lessee's obligations set out in this Lease, at the expense of the Lessee grant to the Lessee an extension of the Lease of the Premises for the further term specified in Item 5 of the Schedule and such extension shall be on like terms and conditions as are contained in this Lease but excluding this option for renewal.

4.5 **Holding Over**

If the Lessee shall remain in occupation of the Premises after the expiration of the Term, then no tenancy from year to year (or longer period) shall be implied by payment or acceptance of rental but the Lessee shall continue to occupy the Premises on a monthly tenancy determinable at any time by either party on one (1) calendar month notice in writing on the same terms and conditions as those contained in this Lease so far as is applicable.

4.6 **Severance**

If any term or condition of this Lease shall be for any reason unlawful, void or invalid or unenforceable, then the offending term or condition shall be severed from this Lease without affecting the validity or enforceability of the remainder of this Lease.

4.7 **Entire Agreement**

This Lease constitutes the entire agreement of the parties in respect of the subject matter of this Lease and the parties agree that this Lease supersedes all prior arrangements, understandings and negotiations in respect of the matters dealt with in this Lease. Further, no agreement whether collateral or otherwise, shall be taken to have been formed between the parties by reason of any promise, representation, inducement or undertaking (if any) given or made by one party to the other party prior to the date of execution of this Lease.

4.8 **Modification**

No variation, addition to or modification of any provision of this Lease shall be binding on the parties unless such variation, addition or modification is made in writing, signed by each party and expressed to be either supplemental to, in variation of or in substitution for the whole or a part of this Lease.

4.9 **Waiver**

4.9.1 A waiver of any provision of this Lease must both be in writing and be signed by the parties or by a person duly authorised to sign such a document on a party's part.

4.9.2 No waiver by a party of a breach of a term or condition contained in this Lease shall operate as a waiver of any breach of the same or any other term or condition contained in this Lease.

4.9.3 No forbearance, delay or indulgence by any party in enforcing the provisions of this Lease shall prejudice or restrict the rights of that party.

4.10 **Notices**

4.10.1 A "**notice**" means:

(a) a notice; or

(b) a consent, approval or other communication required to be in writing under this Lease.

4.10.2 A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail to the other party to the address specified in Item 6 of the Schedule.

4.10.3 A notice or other communication is taken to be received if:

(a) delivered by hand before 5.00 pm on a Business Day, on the day of delivery, otherwise on the next Business Day;

(b) sent by pre-paid mail, on the third Business Day after posting;

(c) transmitted by electronic mail:

(i) when the relevant email appears in the sender's sent log with properties disclosing an appropriate routing; and

(ii) the sender does not receive a message from the system operator to the effect that the relevant email was undeliverable.

4.10.4 If the result under clause 4.10.3 is that a notice would be taken to be given on a day that is not a Business Day in the place to which the notice is sent, then it will be taken to have been given on the next Business Day in that place.

4.10.5 A party may from time to time notify of a change to its contact details by written notice to the other party.

4.11 **Costs**

4.11.1 Each party will pay their own costs of and incidental to the negotiation, preparation, perusal, execution and certification of this Lease.

4.11.2 The Lessee shall pay:

(a) the stamp duty (if any) and registration fees (if any) assessed or payable in respect of this Lease; and

(b) the costs of and incidental to the preparation of a GRO Plan or other plan acceptable to the Lands Titles Registration Office delineating the Premises

(including, but not limited to any survey costs) to enable this Lease to be registered at the Lands Titles Registration Office.

4.12 **Delegation**

Any consent, notice, any consultation or any other thing which is, pursuant to the terms of this Lease, either required to be given, done or performed or which may be given, done or performed by the Lessee may be given, done or performed by the Lessee's Representative.

4.13 **Early termination**

If the Lessee ceases to use the Premises for the Permitted Use for a continuous period of not less than three (3) months, then the Lessor may terminate this Lease at any time after the expiration of such three (3) month period by giving seven (7) days' written notice of such termination to the Lessee and the Lessee shall have no claim against the Lessor in respect of such early termination except in respect of any antecedent breaches (if any) of this Lease by the Lessor.

4.14 **Dispute Resolution**

If a dispute arises between the Lessor and the Lessee as to the terms and conditions of this Lease or the operation of this Lease or as to the rights or obligations of the parties under this Lease, then, unless either the Lessor or the Lessee desires to exercise its right to have such dispute adjudicated by court within one (1) month of such dispute arising, either party may refer such dispute to an independent mediator agreed on by the parties or, failing agreement, to an independent mediator nominated for appointment by the President or Acting President of the Law Society of South Australia. Such independent mediator shall act as an expert not an arbitrator. The findings of such independent mediator shall be final and binding on both the Lessor or the Lessee and the Lessor and the Lessee shall bear the fees and expenses of such independent mediator in equal shares.

4.15 **Resumption or Compulsory acquisition**

If the Premises are either resumed or compulsorily acquired at any time during the Term by the Crown in right of the Commonwealth of Australia or the Crown in right of the State of South Australia, then this Lease shall automatically terminate as from the date of such resumption or compulsory acquisition (as the case may be). Neither party shall have any claim against the other in respect of such termination except in respect of any antecedent breaches (if any) of this Lease by the other party.

4.16 **No Warranties**

The Lessee acknowledges and agrees that the Lessor does not make any warranty, representation, promise or assurance as to the suitability of the Premises and/or the Land for the Permitted Use and all implied warranties, representation, promises or assurances (if any) are expressly excluded.

4.17 **Goods and Services Tax**

4.17.1 Definitions

For the purposes of this clause 4.17:

(a) **GST law** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

(b) **GST** means the tax imposed by the GST law;

(c) **GST Rate** means, at any particular time, the rate (expressed as a fraction of the Value of a supply) at which GST is payable by the supplier on a Taxable Supply;

(d) **Tax Invoice** has the meaning attributed in the GST law; and

(e) **Taxable Supply** has the meaning attributed in the GST law.

4.17.2 Additional Consideration Referrable to GST

(a) If any supply made by the supplier under this Lease is a Taxable Supply, the recipient must pay to the supplier, in addition to any consideration payable or to be provided by the recipient for the supply under this Lease apart from this clause (**base consideration**) an additional amount of consideration (**GST consideration**) for the supply calculated by multiplying the GST Rate by the base consideration.

(b) When claiming payment of GST consideration under this clause the supplier must disclose the supply and the base consideration to which the GST consideration is attributable.

4.17.3 Tax Invoice

If any supply under this Lease is a Taxable Supply:

(a) any invoice for payment under this Lease must be a Tax Invoice, (and any prescribed form of invoice under this Lease is amended accordingly); and

(b) the recipient is not obliged to make any payment under this Lease unless the supplier has provided a Tax Invoice in respect of that payment.

4.18 **Auditor-General**

Nothing in this Lease derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (SA).

4.19 **Free and Unrestricted Right of Way**

The Lessor acknowledges and agrees that the Lessee shall at all times during the Term at no additional cost to the Lessee, be entitled to a free and unrestricted right of way over that portion of the Land more particularly delineated as “Access A” on GRO Plan No. 351/2003.

THIS LEASE IS DATED: …….2025

Executed by the Lessor

COMMON SEAL of the)

MID MURRAY COUNCIL)

was affixed in the presence of:)

……. …….

SIMONE BAILEY
Mayor

BEN SCALES
Chief Executive Officer

…….

Witness - Signature

…….

Witness - Print Name

…….

Date

Executed by the Lessee

COMMON SEAL of the **MINISTER FOR**)

EMERGENCY SERVICES AND)

CORRECTIONAL SERVICES)

was affixed in the presence of:)

…….

Witness - Signature

…….

Witness - Print Name

SCHEDULE

ITEM 1 **Land**

The whole of the land comprised in Certificate of Title Volume 5709 Folio 145

ITEM 2 **Rent**

$1.00 per annum if demanded by the Lessor (which rent is exclusive of GST) payable in such manner as the Lessor shall reasonably determine.

ITEM 3 **Common Areas**

That portion of the Land more particularly delineated in GRO Plan No. 351/2003 as "Area D" for access and car parking purposes only.

ITEM 4 **Lessee's Proportion**

Charges for services

(a) Nil or such other percentage as the Lessor and the Lessee may from time to time agree in writing.

Statutory rates, taxes and charges

(b) Nil or such other percentage as the Lessor and the Lessee may from time to time agree in writing.

ITEM 5 **Right of Renewal**

21 years commencing on 1 October 2045 and expiring on 30 September 2066.

ITEM 6 **Notices**

Lessor

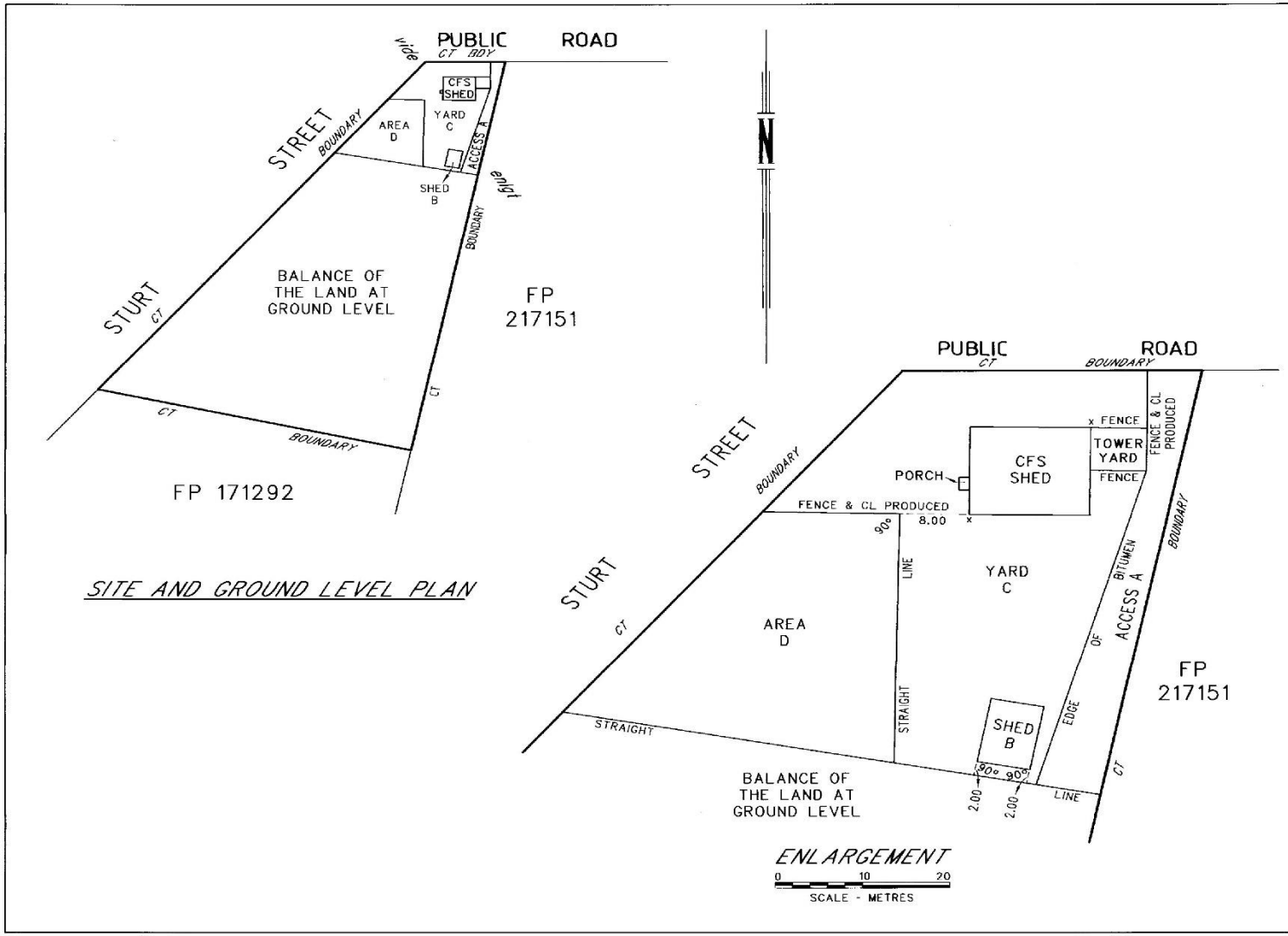
Mid Murray Council
PO Box 28
MANNUM SA 5238

Lessee

Alison Fox
Principal Land and Leasing Advisor

Level 2, 37 Richmond Road
KESWICK SA 5037

ANNEXURE A – GRO PLAN



PLAN NUMBER

GP 351/2003

MAP REFERENCE	6728-18
TITLE SYSTEM	REAL PROPERTY ACT
TITLE REFERENCE	CT 5709 / 145
PLAN EXAMINED	21/07/03
PLAN APPROVED	22-7-03
IRRIGATION AREA	—
DIVISION	—
HUNDRED	ANGAS
AREA	—
COUNCIL	MID MURRAY COUNCIL

PLAN FOR LEASE

ALLOTMENT 2 (RESERVE)
IN DP 52689
OF PART SECTION 182

SCALE 0 50 100 150 METRES

STATEMENTS CONCERNING EASEMENTS ANNOTATIONS AND AMENDMENTS

LEDGEND

CL = CENTRE LINE

TSA JOB NUMBER : 20030148

DOCKET NUMBER : AG 01/00796

JOHN C BESTED & ASSOC PTY LTD
ABN 23 007 916 814
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD KENSINGTON PARK 5068
PHONE (08) 8332 7111 FAX (08) 8364 1829
email bessurv@senet.com.au

REFERENCE No.	DRAWING No.	VERSION No.
10684.2	106842-LEASE	2.

JCBA-16