



Extract from Register of Indigenous Land Use Agreements

NNTT number	SI2003/004
Short name	Narungga Local Government
ILUA type	Area Agreement
Date registered	06/10/2005
State/territory	South Australia
Local government region	District Council of Barunga West, Copper Coast Council, Wakefield District Regional Council, Yorke Peninsula Council

Description of the area covered by the agreement

ILUA area means the geographical area in relation to which this ILUA applies, as specified in Schedule 1.

Schedule 1 – ILUA Area

The ILUA area is comprised of those areas marked 'A' and 'B' on the map attached to this Schedule 1, being:

A. the area marked 'A' on the map attached to this Schedule 1, being that part of the Port Pirie Regional Council south of the Nukunu Native Title Claim (SG6012/98) and west of the Kurna Peoples Native Title claim (SG 6001/00), over which the ILUA shall be operative between:

1. the State, NNAC and ALRM only, and not the Councils; and
2. the Port Pirie Regional Council, if the Port Pirie Regional Council becomes a party to this ILUA by deed of assumption executed on or before 31 January 2005; and

B. the area marked 'B' on the map attached to this Schedule 1, over which the ILUA shall be operative between the State, NNAC, ALRM and the Councils, being the area within the outer boundaries of the area of:

1. the District Council of Yorke Peninsula; and
2. the District Council of Copper Coast; and
3. the Wakefield Regional Council; and
4. the District Council of Barunga West,

as at the date of execution of this ILUA by the parties, excluding any portion of that area which is at that date:

1. Subject to:

- 1.1 Nukunu Native Title Claim (SG 6012/98), lodged on 10 April 1996 and registered on 17 January 2000
- 1.2 Kurna Peoples Native Title Claim (S6001/00), lodged on 25 October 2000 and registered on 22 August 2001

being the area delineated in red on the map attached to this Schedule 1; or

2. Constituted or proposed to be constituted as National Park or a Conservation Park pursuant to the National Parks and Wildlife Act 1972 (SA) including:

- 2.1 All road reserves within the boundaries of any National Park or Conservation Park
- 2.2 Bird Islands Conservation Park comprising Sections 794 and 795 Out of Hundreds (Bird Island), and Allotments 1 and 2 in Deposited Plan 31581 and Allotment 50 in Deposited Plan 35082;
- 2.3 Carribie Conservation Park comprising Section 153 in the Hundred of Carribie;
- 2.4 Clinton Conservation Park comprising Sections 568, 586 – 589, 622 and 623 in the Hundred of Clinton;
- 2.5 Innes National Park comprising Allotment 100 in Deposited Plan 32565, Sections 13, 57, 76, 83, 88, 89, 93, 95, 99 – 102, 104, 107, 116, 121, 124 – 128, 131 – 136, 138, and 139 in the Hundred of Warrenben; Section 958 Out of Hundreds (Middle Island) and Section 959 Out of Hundreds (Royston Island); and land proposed to be included within Innes National Park comprising sections 10, 129, 130, 177 and 268 in the Hundred of Warrenben and Allotment 2 in Deposited Plan 46329;
- 2.6 Leven Beach Conservation Park comprising Sections 161, 162 and 452 in the Hundred of Para Wurlie;
- 2.7 Point Davenport Conservation Park comprising Sections 36, 46 – 62, 103-105, 156, 157, 252 and 255 in the Hundred of Coonarie;
- 2.8 Warrenben Conservation Park comprising Sections 44, 45, 54 and 97 in the Hundred of Warrenben; or

3. the inter-tidal zone adjoining any reserve constituted as National Park or a Conservation Park pursuant to

the National Parks and Wildlife Act 1972 (SA); or

4. that portion of the Wakefield Regional Council immediately to the east of the eastern boundary of the Kaurna Peoples Native title Claim (S6001/00)

The map of the ILUA Area is attached to this register extract (attachment A).

Parties to agreement

Applicant

Party name The Honourable Michael John Atkinson, Attorney-General for and on behalf of the State of South Australia

Contact address C/- Virginia Leek
Native Title Section, Crown Solicitors Office
Level 3, 45 Pirie Street
Adelaide SA 5000

Other Parties

Party name Aboriginal Legal Rights Movement Inc.

Contact address Level 4, 345 King William St
Adelaide SA 5000

Party name District Council of Barunga West

Contact address c/- George McKenzie,
Finlaysons Lawyers,
GPO Box 1244
Adelaide SA 5001

Party name District Council of Copper Coast

Contact address c/- George McKenzie,
Finlaysons Lawyers,
GPO Box 1244
Adelaide SA 5001

Party name District Council of Yorke Peninsula

Contact address c/- George McKenzie,
Finlaysons Lawyers,
GPO Box 1244
Adelaide SA 5001

Party name Narungga Nations Aboriginal Corporation

Contact address c/- Phil Broderick
Lempriere Abbott McLeod
93 Carrington St
Adelaide SA 5000

Party name Wakefield Regional Council

Contact address c/- George McKenzie,
Finlaysons Lawyers,
GPO Box 1244
Adelaide SA 5001

Period in which the agreement will operate

Start date not specified

End Date not specified

Statements of the kind mentioned in ss. 24EB(1) or 24EBA(1) or (4)

Clause 3.1 Future Acts

The parties:

- (a) agree to the validation of all future acts done by the State or any of the Councils that have already been done invalidly within the ILUA area before the registration date; and
- (b) consent, subject to clauses 3.4 and 4.4(c), to the State and each of the Councils doing each future act within the ILUA area during the period commencing on the registration date and continuing thereafter for the remainder of the term. Such consent does not imply permission by the traditional owners to do an act which in whole or part may affect Aboriginal heritage and that would otherwise amount to a contravention of the Aboriginal Heritage Act.

Clause 3.2 The parties agree that the right to negotiate procedure is not intended to apply to the doing of any future act by the State or any Council within the ILUA area during the period commencing on the registration date and continuing thereafter for the remainder of the term.

Clause 3.3 Limited Extinguishment

- (a) Subject to clause 3.3(b), the non-extinguishment principle applies to each validated future act referred to in clause 3.1(a) and each future act referred to in clause 3.1(b), done by the State or Council within the ILUA area.
- (b) The Narungga People surrender to the State all of their native title rights and interests in relation to the land and/or waters within the ILUA area, as referred to in Schedule 5 being all Crown land (as defined in the Crown Lands Act) and all dedicated lands (as defined in the Crown Lands Act) in the ILUA area, as shown on the map attached to Schedule 1 as 'Crown Land' or 'Reserves', in respect of which the State or Council:
 - (i) has done or does any validated future act referred to in clause 3.1 (a); or
 - (ii) does any future act referred to in clause 3.1(b),where the relevant validated future act or future act is:
 - (iii) any facility for services to the public as provided for by section 24KA of the Native Title Act;
 - (iv) any public work; and
 - (v) any grant of a freehold or leasehold interest in land including any easement.
- (c) The surrender of native title rights and interests pursuant to clause 3.3(b) extinguishes the surrendered native title rights and interests.
- (d) The extinguishment of native title rights and interests pursuant to clause 3(c) takes effect in respect of:
 - (i) any surrender of those rights and interests referred to in clause 3.3(b)(i), upon the registration date; and
 - (ii) any surrender of those rights and interests referred to in clause 3.3(b)(ii), when the State or Council undertakes the relevant act referred to in clause

Clause 3.4 Consent Conditional on Compliance with Clauses 5 and 6

The consent of the parties in clause 3.1(b) in relation to the doing of any future act is conditional on the State or Council complying with the provisions of clauses 5 and/or 6 which are applicable to the relevant future act.

Clause 4.4 Removal from Register

- (a) All of the parties may request the registrar pursuant to section 199C(1)(c)(ii) of the Native Title Act to remove the details of this ILUA from the register by advising the registrar in writing that they wish to terminate this ILUA.
- (b) The parties acknowledge that the registrar is required to remove the details of this ILUA from the register in the circumstances set out in sections 199C(1)(b), (c)(i) and (c)(iii) of the Native Title Act.
- (c) Upon details of this ILUA being removed from the register the provisions of clause 3.1 cease to apply to any future act done after that removal.
- (d) The provisions of clauses 4.4(a), (c) and (d) survive the expiry or termination for whatever reason of this ILUA.

Clause 1.1 Definitions

"commencement date" means the date on which the parties to this ILUA execute it.

"future Act" has the meaning provided under the Native Title Act but excludes any such act that is the compulsory acquisition of the whole or any part of the native title rights and interests.

Attachments to the entry

[SI2003_004 Attachment A - Map of ILUA Area.pdf](#)