



Extract from Register of Indigenous Land Use Agreements

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|--------------------------------|---------------------------|
| NNTT number | SI2006/001 |
| Short name | Marla Township ILUA |
| ILUA type | Area Agreement |
| Date registered | 26/05/2009 |
| State/territory | South Australia |
| Local government region | Unincorporated Areas - SA |

Description of the area covered by the agreement

The ILUA area is described in the following way:

Area A means the area of the Marla Township as shown in the map attached at Schedule 1 of this ILUA and defined in Government Gazette dated 21 May 1981 at page 1498 and the land dedicated in Government Gazette dated 18 July 1996 at page 131 for Golf course and Race course Purposes (Allotment 2046 on Deposited Plan No. 43520, Out of Hundreds (Wintinna)) extracts of which are reproduced below:

The South Australian Government Gazette - 21 May 1981

The portion of the State of South Australia, out of hundreds (Wintinna), bounded as follows:

Commencing at a point situate in block 1184, out of hundreds (Wintinna), being at latitude 27°18'19.7", longitude 133°36'50.3"; thence north-westerly at a bearing of 323°40'16" for 825.82 metres; north-easterly at right angles for 1 700.00 metres; south-easterly at right angles for 1 700.00 metres; south-westerly at right angles for 1 729.85 metres; thence north-westerly at a northern angle of 88°02'40" to the point of commencement.

The South Australian Government Gazette - 18 July 1996

Allotment 2046 of DP 43520, Out of Hundreds (Wintinna), exclusive of all necessary roads, being the whole of the land compromised in Crown Record Volume 5337, Folio 563.

Area B means the Determination Area as shown in the map attached at Schedule 1 of this ILUA and as described in Schedule 1 of the Consent Determination reproduced below:

The Determination Area is located wholly within and comprises all land and waters bounded by the following line:

Commencing at the northernmost north-western corner of Parcel B1161 on Plan H831200 (being Lambina Pastoral Lease) and extending easterly, southerly, again easterly and again southerly along northern and eastern boundaries of that parcel to the northernmost north-western corner of Parcel A2005 on Plan D30223 (being Todmorden Pastoral Lease); then easterly, southerly, again easterly, again southerly, westerly and again southerly along northern and eastern boundaries of that parcel to the north-eastern corner of Parcel A2006 on Plan D30223 (being part Allandale Pastoral Lease); then southerly and westerly along eastern and southern boundaries of that parcel to the north-eastern corner of Parcel B1215 on Plan H831300 (being Coorikiana Pastoral Lease); then southerly along the eastern boundary of that parcel to Latitude 27.839209° South (being the prolongation easterly of a southern boundary of Parcel Q3 on Plan D45289); then westerly to the easternmost south-eastern corner of Parcel Q3 on Plan D45289; then westerly along the said southern boundary to Longitude 134.061109° East; then westerly to a corner of Parcel Q1 on Plan D45289 (being part Wintinna Pastoral Lease) at Longitude 133.675301° East, Latitude 27.841662° South; then northerly along a western boundary of that parcel to a south-eastern corner of Parcel Q2043 on Plan D43520 (being part Welbourn Hill Pastoral Lease); then westerly, northerly, easterly and again northerly along western boundaries of that parcel to a corner of Parcel A51 on Plan F217277; then northerly along the western boundary of that parcel to a corner of Parcel Q2044 on Plan D43520 (also being part Welbourn Hill Pastoral Lease); then northerly and easterly along the western and northern boundaries of that parcel to a corner at Longitude 133.517438° East; then easterly to the north-western corner of Parcel Q2048 on Parcel D43520 (also being part Welbourn Hill Pastoral Lease); then easterly along the northern boundary of that parcel to the south-western corner of again Parcel B1161 on Plan H831200 (Lambina Pastoral Lease); then generally north-easterly along western and northern boundaries of that parcel back to the commencement point.

With the exclusion of the township of Marla as defined in Government Gazette dated 21 May 1981 at page 1498 and the land dedicated in Government Gazette dated 18 July 1996 at page 131 for Golf course and Race course Purposes (Allotment 2046 on Deposited Plan No. 43520, Out of Hundreds (Wintinna)) extracts of which are reproduced below:

The South Australian Government Gazette - 21 May 1981

The portion of the State of South Australia, out of hundreds (Wintinna), bounded as follows: Commencing at a point situate in block 1184, out of hundreds (Wintinna), being at latitude 27°18'19.7", longitude 133°36'50.3"; thence north-westerly at a bearing of 323°40'16" for 825.82 metres; north-easterly at right angles for 1 700.00 metres; south-easterly at right angles for 1 700.00 metres; south-westerly at right angles for 1 729.85 metres; thence north-westerly at a northern angle of 88°02'40" to the point of commencement.

The South Australian Government Gazette - 18 July 1996

Allotment 2046 of DP 43520, Out of Hundreds (Wintinna), exclusive of all necessary roads, being the whole of the land compromised in Crown Record Volume 5337, Folio 563.

Parties to agreement

Applicant

| | |
|------------------------|---|
| Party name | Attorney-General for the State of South Australia |
| Contact address | C/- Peter Hall, Native Title Claim Resolution Unit 3rd Floor, 45 Pirie Street Adelaide SA 5000 |

Other Parties

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|------------------------|--|
| Party name | Jean Wood, Lallie Lennon and Sadie Singer |
| Contact address | SA Native Title Services Level 4, 345 King William Street Adelaide SA 5000 |

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|------------------------|--|
| Party name | Yankunytjatjara Native Title Aboriginal Corporation |
| Contact address | SA Native Title Services Level 4, 345 King William Street Adelaide SA 5000 |

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 agree to the validation of all invalid past acts and Future Acts done by the State that have already been done invalidly within Area A and those parts of Area B to which Schedule 2 applies before the Registration Date.

Schedule 2 of the Agreement identifies those areas within the Determination Area ("Area B") where native title has been found not to exist.

Clause 3.2: Extinguishment of Native Title

The Applicant surrenders all of the native title rights and interests in relation to all land and waters within Area A. The surrender of native title rights and interests extinguishes the surrendered native title rights and interests.

Attachments to the entry

Nil Attachments