



Extract from Register of Indigenous Land Use Agreements

NNTT number	SI2018/002
Short name	Ngarrindjeri Part A Settlement ILUA
ILUA type	Body Corporate
Date registered	17/08/2018
State/territory	South Australia
Local government region	Alexandrina District Council, City of Victor Harbor, District Council of Yankalilla, Rural City of Murray Bridge, Unincorporated Areas - SA, Coorong District Council

Description of the area covered by the agreement

7.1 The Agreement Area is all of the land and waters the subject of the Determination as described at SCHEDULE 1 and shown on the map at SCHEDULE 2 to this Agreement, and includes both Native Title Land and the land and waters over which native title has been extinguished as set out in the Determination.

7.2 To the extent of any inconsistency between the written description at SCHEDULE 1 and the map contained at SCHEDULE 2, the written description prevails.

[A copy of SCHEDULES 1 and 2 is attached to this register extract.

The following general description of the agreement area has been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It is provided for information only and should not be considered part of the Register of ILUAs:

The agreement covers about 7308 sq km centred approx. 100 km south east of Adelaide in the vicinity of Tailem Bend.]

Parties to agreement

Applicant

Party name	The Attorney-General on behalf of the State of South Australia
Contact address	c/- Crown Solicitor's Office GPO Box 464 Adelaide SA 5001

Other Parties

Party name	Ngarrindjeri Aboriginal Corporation
Contact address	c/- Berg Lawyers PO Box 3699 Rundle Mall Adelaide SA 5001

Period in which the agreement will operate

Start date not specified

End Date not specified

4.1 Clauses 1 to 9 of this Agreement commence on Execution Date.

4.2 The remainder of this Agreement commences on the Registration Date and continues indefinitely subject to earlier termination pursuant to this Agreement or by operation of law.

4.3 This Agreement terminates if it is removed from the Register under s 199C of the NTA [Native Title Act 1993 (Cth)].

"Execution Date" means the date on which this Agreement was executed by all Parties and if executed on different days the date on which it was last executed.

"Registration Date" means the date upon which this Agreement is registered and entered on the Register.

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

15.1 For the purpose of section 24EBA of the NTA and section 32B of the Native Title (South Australia) Act 1994 (SA), to the extent (if any) that the following acts or classes of acts which have been done in the Agreement Area before the Registration Date are invalid Future Acts because of the NTA, the Parties agree to their validity:

(a) the grant of freehold title over the following parcels of land:

(i) Portion of D54972A1 held in CT 5938/976 (Hundred of Burdett);

(ii) Portion of D54972A2 held in CT 5938/975 (Hundred of Burdett);

(iii) Portion of D54972A3 held in CT 6081/832 (Hundred of Burdett);

(iv) Portion of C26863FL1 held in CT 6087/751 (Hundred of Mobilong);

(v) Portion of C26863FL2 held in CT 6087/752 (Hundred of Mobilong);

(vi) H170700S315 held in CT 5928/681 (Hundred of Mobilong); and

(vii) H170700S317 held in CT 5928/682 (Hundred of Mobilong).

(b) the vesting of Adjacent Land and Subjacent Land pursuant to section 15 of the HNA;

(c) any act done on Adjacent Land and Subjacent Land consistent with the vesting of that land under section 15 of the HNA; and

(d) the construction or establishment of Public Works.

15.3 The Corporation and the Ngarrindjeri People surrender to the State all of their Native Title in those parcels of land referred to in clause 15.1(a)

15.4 The surrender of Native title pursuant to clause 15.3 will take place on the Registration Date and wholly extinguishes the surrendered Native Title.

15.5 In relation to those Future Acts referred to in clause 15.1(b), (c) and (d) the Non-extinguishment Principle applies.

17.1 For the purpose of section 24EB of the NTA the Parties consent, subject to compliance with the terms of this Agreement, to the State doing the acts or activities referred to in this Part 5 after the Registration Date.

17.2 All acts or activities consented to under this Part 5 are valid.

17.3 The Parties agree that Subdivision P of Part 2 Division 3 of the NTA (which deals with the Right to Negotiate) is not intended to apply to the acts or activities consented to under this Part 5.

20.1 The Corporation and the Ngarrindjeri People surrender to the State all of their Native Title in H750700S58, H750700S112, H750700S113 and H750700S554 in the Hundred of Seymour.

20.2 The surrender of Native Title pursuant to this clause will take place on the Registration Date.

20.3 The surrender of Native Title pursuant to this clause wholly extinguishes the surrendered Native Title.

22.1 Where the State gives at least 30 days prior written notice to the Corporation, the Parties consent to the issue of a Certificate of Title pursuant to section 115A of the Real Property Act 1886 in relation to any Adjacent or Subjacent Land within the Agreement Area, to the extent (if any) that it is a Future Act.

22.2 The State's notice must:

(a) identify the land over which the Certificate of Title is to issue; and

(b) indicate whether the State seeks the surrender of Native Title over that land.

22.3 Where the State's notice indicates that surrender of Native Title is sought, the Corporation and the Ngarrindjeri People surrender to the State their Native Title in the land over which the Certificate of Title is issued.

22.4 The surrender of Native Title pursuant to this clause will take place on the date of issue of the Certificate of Title and wholly extinguishes the surrendered Native Title.

22.5 The State must, as soon as reasonably practicable after issue of the Certificate of Title, give notice in writing to the Corporation of the date on which the Certificate of Title was issued.

"Corporation" means the Ngarrindjeri Aboriginal Corporation ICN 8743 being a body incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) and a Prescribed Body Corporate for the purposes of the NTA, or such other Prescribed Body Corporate which is authorised by the Ngarrindjeri People to act on their behalf in respect to this Agreement.

"HNA" means the Harbors and Navigation Act 1993 (SA)

"NTA" means the Native Title Act 1993 (Cth)

"Native Title Land" means the land and waters over which native title is determined to exist in the Determination and in relation to which Native Title has not been subsequently extinguished.

"Public Works" has the meaning given to it in the NTA and, for the purposes of this Agreement, a reference to land or waters on which a Public Work is constructed or established includes the land or waters referred to in section 251D of the NTA.

Attachments to the entry

[SI2018_002 Schedule 1 External Boundary of Agreement Area.pdf](#)

[SI2018_002 Schedule 2 Map of agreement area.pdf](#)