



Extract from Register of Indigenous Land Use Agreements

NNTT number	SI2018/003
Short name	Barngarla Determination ILUA
ILUA type	Area Agreement
Date registered	16/11/2018
State/territory	South Australia
Local government region	City of Port Augusta, City of Port Lincoln, The Corporation of the City of Whyalla, District Council of Cleve, District Council of Franklin Harbour, Wudinna District Council, District Council of Lower Eyre Peninsula, District Council of Streaky Bay, District Council of Tumbly Bay, Unincorporated Areas - SA

Description of the area covered by the agreement

[A written description of the agreement area appears at Attachment 1 of the agreement. A map of the agreement area is at Attachment 2 of the agreement. A copy of Attachments 1 and 2 are 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 area consists of multiple areas in the vicinity of Eyre Peninsula with a combined area of about 210 sq km.]

Parties to agreement

Applicant

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

Other Parties

Party name	Barry Croft on behalf of the Barngarla People
Contact address	c/- Norman Waterhouse Lawyers Level 15, 45 Pirie Street Adelaide SA 5000

Party name	The Barngarla Determination Aboriginal Corporation RNTBC
Contact address	c/- Norman Waterhouse Lawyers Level 15, 45 Pirie Street Adelaide SA 5000

Period in which the agreement will operate

Start date not specified

End Date not specified

4.1. This clause 4 and clauses 7, 8, and 9 of this Agreement commence on the Execution Date.

4.2. The remainder of this Agreement commences on the Registration Date.

4.3. This Agreement continues indefinitely subject to earlier termination pursuant to this Agreement or by operation of law.

"Execution Date" means the date on which this Agreement is executed by all Parties and if executed on different days the date on which it is 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)

11.3. For the purpose of section 24EBA of the NTA [Native Title Act 1993 (Cth)] and section 32B of the Native Title (South Australia) Act 1994 (SA), to the extent (if any) that the Vesting is an invalid Future Act because of the NTA, the Parties agree to its validity in relation to land and waters within the Agreement Area for the purposes of this Agreement.

11.5. To the extent that the Vesting is a valid Category A intermediate period act the Parties agree to change the effects that are provided for by section 36B of the Native Title (South Australia) Act 1994 (SA) in relation to the Vesting of land and waters within the Agreement Area for the purpose of section 24EBA of the NTA.

12.1. Subject to clauses 12.2 and 12.3, to the extent it is a Future Act 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 Land or Subjacent Land within the Agreement Area.

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

12.9. 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.

12.10. For the purpose of section 24EB of the NTA, the Parties consent to any surrender of native title which may occur pursuant to this clause.

12.12. 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 issue of a Certificate of Title or the surrender of Native Title pursuant to this clause.

13.1. 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 the following interests:

Parcel Identifier Hundred Title Reference

H560100S11 ASH CL504/25 OP7915

D51145A50 (portion) BOOTHBY CT5807/892

D51145A51 (portion) BOOTHBY CT5807/893

D51145A52 (portion) BOOTHBY CT5807/894

D51145A53 (portion) BOOTHBY CT5807/895

D68273A1 BOOTHBY CT5962/38

D35207A773 LINCOLN CT5784/900

D50937A31 PLAYFORD CT5675/224

D52460A32 PLAYFORD CT6134/752

D67562A1 (portion) RANDELL CT6120/234

T61100A27 WALPUPPIE CT6081/536

(b) The reservation of the following land for Emergency Services or Fire Station purposes pursuant to the Crown Lands Act 1929:

(i) D75391A29 (portion) in the Hundred of Pygery (CR6006/280); and

(ii) D62518A156 in the Hundred of Walpuppie (CR5901/290);

13.3. The Corporation and the Barngarla People surrender to the State all of their Native Title in the parcels of land referred to in clauses 13.1(a) and 13.1(b).

13.4. The surrender of Native Title pursuant to clause 13.3 will take place on the Registration Date and wholly extinguishes the surrendered Native Title.

"Adjacent Land" has the meaning given to it in subsection 4(1) of the HNA, as at the Execution Date.

"HNA" means the Harbours and Navigation Act 1993 (SA), as at the Execution Date.

"Subjacent Land" has the meaning given to it in subsection 4(1) of the HNA, as at the Execution Date.

Attachments to the entry

[SI2018 003 Barngarla Determination ILUA Attachment 1 Description of the Agreement Area.pdf](#)

[SI2018 003 Barngarla Determination ILUA Attachment 2 Map of Agreement Area.pdf](#)