



Extract from Register of Indigenous Land Use Agreements

NNTT number	SI2018/004
Short name	Kurna People Native Title Settlement ILUA
ILUA type	Area Agreement
Date registered	19/11/2018
State/territory	South Australia
Local government region	Adelaide City Council, Adelaide Hills District Council, Alexandrina District Council, Barossa District Council, Campbelltown City Council, City of Burnside, City of Charles Sturt, City of Holdfast Bay, City of Norwood, Payneham & St Peters, City of Onkaparinga, City of Playford, City of Port Adelaide Enfield, City of Prospect, City of Salisbury, City of West Torrens, District Council of Yankalilla, Light Rural City

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 the Native Title Land and the land and waters over which native title does not exist, 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 Schedule 1 and Schedule 2 of the agreement 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:

Agreement covers about 3,470 sq km, in the vicinity of Adelaide, extending easterly from Gulf of Saint Vincent to the foothills of the Mount Lofty Ranges].

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	Garth Agius, Lynette Crocker, Maureen Wanganeen, Glenice Sumner, Joseph Mitchell, Vincent Buckskin, Suzanne Russell, Dennis Davies, Rodney O'Brien, Frank Wanganeen and Cecil Graham on behalf of the Kurna People
Contact address	c/- Campbell Law Suite 7, Level 1 118 Halifax Street Adelaide SA 5000

Party name Kaurna Yerta Aboriginal Corporation
Contact address c/- Campbell Law
Suite 7, Level 1
118 Halifax Street
Adelaide SA 5000

Period in which the agreement will operate

Start date not specified
End Date not specified

4.1. This Agreement (except for clauses 2, 3, 4, 45 and 46, which commence on the Execution Date) is conditional on the making of the Determination by 30 June 2018, failing which this Agreement terminates automatically.

4.2. Clauses 5 to 9 of this Agreement commence on the Determination Date.

4.3. Subject to the condition in clause 4.1 above being satisfied, the remainder of this Agreement commences on the Registration Date and the 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 was executed by all Parties and if executed on different days the date on which it was last executed.

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

16.2. To the extent that any native title may exist in the Surrender Area, the Corporation and the Applicants on behalf of the Kaurna People agree:

(a) to surrender any such native title to the State with the intention that it be extinguished.

16.3. Any surrender of Native Title pursuant to clause 16.2 will take place on the Registration Date and wholly extinguishes the surrendered Native Title.

17.1. For the purposes 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 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;

(b) the dedication or reservation of any land;

(c) the proclamation of land as Reserve pursuant to the NPWA [National Parks and Wildlife Act 1972 (SA)];

(d) the creation of any public road; and

(e) the construction or establishment of any Public Work.

17.3. The Corporation and the Applicants surrender to the State all of their Native Title in any parcels of land that fall within clause 17.1(a).

17.4. Any surrender of Native Title pursuant to clause 17.3 will take place on the Registration Date and wholly extinguishes the surrendered Native Title.

19.2. 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 6 after the Registration Date.

19.4. The Parties agree that Subdivision P of Division 3 of Part 2 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 6.

22. For the purposes of section 24EB of the NTA, the Parties consent to Part 4 of this Agreement and any restriction, direction or prohibition imposed by the State in accordance with that Part to the extent (if any) that it is a Future Act.

23. Subject to compliance with the requirements of the Crown Land Management Act 2009 (SA), the Parties consent to Future Acts that are the grant of an easement under section 28 of that Act.

24.1. Subject to clause 18.1 above, the Parties consent to the doing by the State of, or to any approval given by the State for the doing of, all Future Acts after the Registration Date.

24.2. Subject to clause 24.3, where the Future Act is a Notifiable Act [defined in clause 25], the consent of the Kaurna People is conditional upon the State's compliance with the Notification Process.

24.3. Where the Future Act is one which could be done if, instead of being the Native Title Land the land was held as freehold, the Notification Process does not apply but the consent of the Kaurna People is conditional upon the Corporation being provided the same procedural rights as would be afforded to them if they instead held freehold title to the land.

24.4. For the avoidance of doubt, this clause does not apply to a Future Act that is consented to under another clause of this Agreement.

Attachments to the entry

[SI2018_004 Schedule 2 Map of Agreement Area.pdf](#)

[SI2018_004 Schedule 1, External Boundary Description.pdf](#)