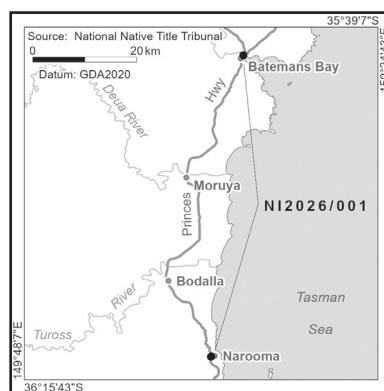


Notice of an application to register an area agreement on the Register of Indigenous Land Use Agreements in New South Wales



National
Native Title
Tribunal

Notification day: 27 May 2026



NI2026/001 Expired Crown Leases ILUA

Description of the agreement area: The agreement area covers a combined area of about 0.4 ha and includes the Punt House Lease Areas in North Batemans Bay and Narooma Marina Lease Areas in Narooma

Relevant LGA: Eurobodalla Shire Council

The agreement contains the following statements:

[Explanatory notes in brackets inserted by the National Native Title Tribunal]

8.1 The Native Title Party consents to the grant of a lease by the Deputy Secretary to the Punt House Lessee (or to a sublessee or new lessee as provided for under clause 10), for a period not exceeding twenty-five (25) years and provided that the period of such a lease may not operate beyond the date that is twenty-five (25) years from the date of Registration of this Agreement.

8.2 The Native Title Party consent to the grant of a lease by the Deputy Secretary to Narooma Marina (or to a sublessee or new lessee as provided for under clause 10), for a period not exceeding twenty (20) years and provided that the period of such a lease may not operate beyond the date that is twenty (20) years from the date of Registration of this Agreement.

8.3 The Native Title Party consents to the Deputy Secretary including the Narooma Marina Additional Area in the Narooma Marina Lease at any time while this agreement is registered.

8.4 The Parties consent to the continuing use and occupation of the Agreement Area by the Lease Applicants from the date of Registration of the Agreement to the date the Leases are validly issued under the *Native Title Act 1993* (Cth) or under this Agreement, provided that the use and occupation by the Lease Applicants without such a lease may not continue beyond the date that is one (1) year from the date of Registration of this Agreement.

8.5 The Parties agree to the validation of any use and/or occupation of the Punt House Lease Area by the Punt House Lessee between the date of the expiry of the Expired Punt House Lease and the Registration of this Agreement, to the extent that the use and/or occupation was done invalidly because of the existence of Native Title.

8.6 The Parties agree to the validation of any use and/or occupation of the Narooma Marina Lease Area by Narooma Marina between the date of the expiry of the Expired Narooma Marina Lease and the Registration of this Agreement, to the extent that the use and/or occupation was done invalidly because of the existence of Native Title.

8.7 Clauses 8.1, 8.2 and 8.4 contain the parties consent to future acts for the purposes of section 24EB(1)(b) of the *Native Title Act 1993* (Cth) and regulation 7(2)(f)(i) of the *Native Title (Indigenous Land Use Agreements) Regulations 2024*.

8.8 Clauses 8.5 and 8.6 contain the parties consent to the validation of previous acts for the purposes of section 24EBA(1)(a)(i) of the *Native Title Act 1993* (Cth) and regulation 7(2)(f)(ii) of the *Native Title (Indigenous Land Use Agreements) Regulations 2024*.

Assignment Deed means an executed deed generally in the form of the document at Schedule 6. **Assignment Deed Delivery Date** means the date by which the executed Assignment Deed has been delivered to the Deputy Secretary, the Punt House Lessee and the Narooma Marina Lessee in accordance with the Assignment Deed. **Leases** means the Narooma Marina Lease and the Punt House Lease. **Lease Applicants** means the Narooma Marina Lessee and the Punt House Lessee and any new lessee or sublessee. **Narooma Marina Additional Area** means the area described in Schedule 1 and depicted on the maps in Schedule 2. **Narooma Marina Lease** means a Crown Lease for the purpose of a commercial marina over Lots 884, 885 and 886 of DP 726754 for a term of 20 years and the Narooma Marina Additional Area if it is included in the Narooma Marina Lease at any time while this Agreement is on the Register. **Narooma Marina Lease Area** means Lots 884, 885 and 886 of DP 726754. **Native Title** or **native title rights and interests** or **South Coast People's native title** means any native title rights and interests in respect of land or waters subject to the South Coast People Application recognised in an approved determination of native title by the Federal Court. **Native title determination application** or **South Coast People Application** has the same meaning as in the *Native Title Act 1993* (Cth) and where the context requires means the application for a determination of native title under sections 13 and 61 of the *Native Title Act 1993* (Cth) made by Gwenda Jarrett, Taressa Mongta, Wally Stewart, Mark Tinelt Parsons, Les Simon, Allan Carriage, William Campbell, Cathy Thomas, Marilyn Campbell, John Brierley, Dean Kelly, Aileen Blackburn (nee Mongta) (the then Native Title applicant) for and on behalf of South Coast People that was filed in the Federal Court on 7 August 2017 with proceedings number NSD 1331/2017 as amended. **Native Title Party** means:

- (a) on the commencement of the Agreement — the applicant on behalf of the South Coast People (NSD 1331/2017);
- (b) after the Agreement is registered, but before the Assignment Deed Delivery Date — the South Coast People; and
- (c) on and after the Assignment Deed Delivery Date — the proposed RNTBC.

parties means:

- (a) before the Assignment Deed Delivery Date — the parties to this Agreement or the relevant parties to this Agreement, as the context requires; and
- (b) on and after the Assignment Deed Delivery Date — the parties to this Agreement or the relevant parties to this Agreement, as the context requires, excluding the Applicant.

Punt House Lease means a Crown lease over Lot 35 DP 755933 and Lot 87 DP 45832 for a term of 25 years and for substantially the same permitted use as former Special Lease 1971/4 over the same area. **Punt House Lease Area** means Lot 35 DP 755933 and Lot 87 DP 45832. **Registered** means the entry of an Indigenous land use agreement, including this Agreement, by the Registrar on the Register of Indigenous Land Use Agreements established and maintained under Part 8A of the *Native Title Act 1993* (Cth). **South Coast People** has the same meaning as in an approved determination of native title made by the Federal Court in relation to the South Coast People's Application, or, until an approved determination is made, has the same meaning as in the South Coast People Application (as may be amended), being (as at the date of this Agreement);

All the descendants of the following apical ancestors:

1. Mary Ann, mother of Emily and Joseph Johnson	15. Louisa BURROWS	30. Patrick HADDIGADDI	45. George NIPPLE
2. Charles ADGERY	16. William CAMPBELL	31. Jessie JENKINS	46. Margaret Ann NIXON
3. Robert ANDY	17. John CARPENTER	32. Donald JOHNSON	47. Harry PICKALLA
4. Maria BILLYBOY (aka Coommee Nullanga)	18. Johnny CARTER	33. Annie JOHNSTON	48. John PITTMAN
5. Arthur BLOXSOME	19. Henry CHAPMAN	34. Judy KENNY	49. Mary Ann ROSE
6. Richard BOLLOWAY	20. Henry COOLEY	35. John KERRY	50. Minnie ROWLEY
7. Alick BOND	21. Tom COOLEY	36. Lucy LYONS	51. John SIMS
8. Charlotte BOND	22. Bob CURRAN	37. Mary Ann LYONS	52. Sally of Wandandian, spouse of Dan Parsons
9. Oswald BRIERLEY	23. Henry DAVIS	38. Richard MARSHALL	53. Governor STEWART
10. William BROUGHTON	24. Ellen DEMESTRE	39. Caroline MATHEWS	54. Mary Ann STEWART
11. Jane BROWN	25. Julia DIXON	40. Elizabeth MATTHEWS	55. Peter THOMAS
12. Thomas Golden BROWN	26. Willam DIXON	41. Annie MCGRATH	56. George TIMBERY
13. James BUNDLE	27. Jimmy Coombala FRIDAY	42. Edward MOORE	57. Mary TURNER
14. Jerry BUNGIL	28. Bidy GILES	43. MUMBLER	58. Edward WALKER
	29. James GOLDING	44. Jenny NIMEBUR	59. William WALKER

and persons adopted and incorporated into the families of those persons in accordance with the South Coast People's traditional laws and customs (and the biological descendants of any such persons).

Parties to the agreement and their contact addresses:

Gwenda Jarrett, Taressa Mongta, Wally Stewart, Mark Tinelt Parsons, Les Simon, Paul Macleod, Ronald Timbery, Rowena Welsh-Jarrett, Benjamin Cruse, Delia Lowe, Ashley Walker, Gordon Campbell and Shaneah Jones as the applicant in proceedings NSD1331 of 2017 on their own behalf and on behalf of the South Coast People	c/- NTSCORP Ltd PO Box 2105 Strawberry Hills NSW 2012
Deputy Secretary of Crown Lands (As delegate for the Minister administering the Crown <i>Lands Management Act 2016</i> (NSW))	Locked Bag 5022 Parramatta NSW 2124
M.G.J Investments Pty Ltd	PO Box 3014 Batehaven NSW 2536
Narooma Marina Pty Ltd	PO Box 953 Griffith NSW 2680

Responses to an application to register an ILUA—where the application has not been certified:

Any person claiming to hold native title in relation to land or waters in the area covered by the agreement may wish, in response to this notice, to make a native title determination application or equivalent application under a law of a state or territory in respect of any part of the area. **The application must be made by 27 August 2026.** If that application is registered on the Register of Native Title Claims, the registered native title claimants must be a party to this agreement before it can be registered.

Details of the terms of the agreement are not available from the National Native Title Tribunal. For assistance and any further information about this application, including the description of the area, call Claire Smith on 07 3052 4040 or visit www.nntt.gov.au.