



Extract from Register of Indigenous Land Use Agreements

NNTT number	NI2019/006
Short name	Buronga HealthOne ILUA
ILUA type	Body Corporate
Date registered	04/03/2020
State/territory	New South Wales
Local government region	Wentworth Shire Council

Description of the area covered by the agreement

5. Agreement Area

5.1 The Agreement Area covers all the land and waters within the external boundary described as Lot 914 in DP 756961 (identified as ID Area 3925 in the approved determination of native title made by the Federal Court under the *Native Title Act 1993* (Cth), as recorded in *Barkandji Traditional Owners #8 v Attorney General of New South Wales* [2015] FCA 604) in the town of Buronga, NSW, and shown on the map in Schedule A to the Agreement.

[A copy of the map in Schedule A 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 Lot 914 in DP 756961, being an area of approx. 4006 sq m located on the north eastern corner of the intersection of Silver City Highway and Pitman Avenue in Buronga.]

Parties to agreement

Applicant

Party name	The Hon. Melinda Pavey, Minister for Water, Property and Housing of the State of New South Wales, in her capacity as the Minister administering the Crown Land Management Act 2016 (NSW)
Contact address	Director, Indigenous and Local Government Allocations Department of Planning, Industry and Environment - Crown Lands PO Box 2185 Dangar NSW 2309

Other Parties

Party name	Barkandji Native Title Group Aboriginal Corporation RNTBC (ICN 4740)
Contact address	27 South Street Broken Hill NSW 2880

Period in which the agreement will operate

Start date	not specified
End Date	not specified

2. COMMENCEMENT

The following clauses of this Agreement commence on the Execution Date:

- (a) 1 (Objects);
- (b) 2 (Commencement);
- (c) 3 (Term);
- (d) 4 (Warranties);
- (e) 5 (Agreement Area);
- (f) 11.1 (DPIE-Lands not to dispose of its interest in Freehold Parcel);
- (g) 15 (Confidentiality)
- (h) 16 (Registration of this Agreement as an ILUA);
- (i) 17 (Contractual effect of Registered Agreement);
- (j) 19 (Amendment);
- (k) 20 (Dispute Resolution Procedure);
- (l) 21 (Notices);
- (m) 23 (Termination of Agreement);
- (n) 24 (General); and
- (o) 25 (Dictionary and Interpretation).

2.2 The remainder of the Agreement commences on the Registration Date.

2.4 If this Agreement is not Registered:

- (a) within 12 months after the Execution Date; or
 - (b) within a further period that is agreed in writing between the Parties;
- this Agreement shall be terminated and cease to have effect.

3. TERM

3.1 This Agreement continues until:

- (a) it is terminated by operation of sub-clause 2.4; or
- (b) all Parties agree in writing to release each other and every other Party from their respective rights and obligations under this Agreement.

"**Execution Date**" means the date on which this Agreement is executed by all the Parties, whether on the same document or on one or more counterparts.

"**Registration Date**" means the date this Agreement is Registered on the ILUA Register.

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

6. VALIDATION

6.1 For the purposes of section 24EBA(1)(a)(i) of the *Native Title Act*, and regulation 6(5)(d) of the *ILUA Regulations*:

- (a) all Future Acts done in relation to land or waters in the Agreement Area on or after the Execution Date and before the Registration Date are valid to the extent that they are done invalidly because of the existence of Native Title, provided they are done in accordance with the Licence, the Interim Licences ILUA or the *Native Title Act*; and
- (b) for the sake of clarity, the grant of the Licence and all acts done pursuant to it are valid to the extent that they are done invalidly because of the existence of Native Title, provided they are done in accordance with the Interim Licences ILUA or the *Native Title Act*.

Note: The Parties' understanding and intention is that the Licence and all acts done pursuant to it have been validated in accordance with the Interim Licences ILUA or the *Native Title Act*. Accordingly, the Licence and all acts done pursuant to it are not validated on the Registration of this Agreement.

7. CONSENT TO FUTURE ACTS

7.1 For the purposes of section 24EB(1)(b) of the *Native Title Act* and Regulation 6(5)(a) of the *ILUA Regulations* and to the extent that they are Future Acts, the Parties consent to:

- (a) the Transfer;
- (b) the grant of the Reserve Lease and the Freehold Lease and all acts done pursuant to those Leases; and
- (c) all Future Acts done in relation to land or waters in the Agreement Area on or after the Registration Date and before the Transfer Date, provided they are done in accordance with the Licence, the Agreement for Lease, the Reserve Lease or the Freehold Lease, or the *Native Title Act*.

8. NO RIGHT TO NEGOTIATE UNDER SUBDIVISION P

8.1 For the purposes of section 24EB(1)(c) of the *Native Title Act* and regulation 6(5)(b) of the *ILUA Regulations*,

the right to negotiate procedure set out in Subdivision P, Division 3 Part 2 of the *Native Title Act* does not apply to any of the acts referred to in clause 7.

"Agreement for Lease" means the agreement for lease of the Freehold Parcel entered into by the RNTBC and Health Administration Corporation in relation to:

- (a) the grant of the Reserve Lease of the reserve comprising the Freehold Parcel, of which the RNTBC is the Crown Land Manager; and
- (b) the grant of the Freehold Lease of the Freehold Parcel held in freehold by the RNTBC.

"Freehold Lease" means a lease granted:

- (a) in relation to the Freehold Parcel;
- (b) on or after the Transfer Date;
- (c) by the RNTBC to Health Administration Corporation;
- (d) for the purpose of the construction of the Buronga HealthOne Facility; and
- (e) in accordance with the Agreement for Lease.

"Freehold Parcel" means Lot 914 in DP 756961 (ID 3925), which, for the sake of clarity, is the same as the Agreement Area.

"Interim Licences ILUA" means the Barkandji Interim Licences ILUA (NI2018/007) between the Minister administering the *Crown Land Management Act* and the RNTBC Registered on 20 November 2018.

"Licence" means a licence granted by the RNTBC in its capacity as Crown Land Manager of the Freehold Parcel to Health Administration Corporation to occupy the Freehold Parcel for the purpose of using the Freehold Parcel for survey and construction preparation works associated with the proposed construction of the Buronga HealthOne Facility.

"Reserve Lease" means a lease granted:

- (a) in relation to the Freehold Parcel in accordance with the Crown Land Management Act;
- (b) on or after the Registration Date;
- (c) by the RNTBC in its capacity as Crown Land Manager of the Freehold Parcel to Health Administration Corporation; and
- (d) for the purpose of the construction of the Buronga HealthOne Facility.

"Transfer" means the registration of a transfer of the Freehold Parcel to the RNTBC in fee simple by the Minister administering the *Crown Land Management Act* in accordance with this Agreement, the *Crown Land Management Act* and the *Real Property Act*.

"Transfer Date" means the date on which the Freehold Parcel is registered under the *Real Property Act*.

Attachments to the entry

[NI2019 006 Schedule A Map of Agreement Area.pdf](#)