



Extract from Register of Indigenous Land Use Agreements

NNTT number	NI2019/004
Short name	Barkandji Single Dealings ILUA
ILUA type	Body Corporate
Date registered	10/09/2019
State/territory	New South Wales
Local government region	Broken Hill City Council, Central Darling Shire Council

Description of the area covered by the agreement

5.1 This Agreement Area covers all the land or waters described in the written description and shown on the map in Part 1, Schedule A to this Agreement, being the following land parcels:

- (a) Lot 4242 in DP 757298 (ID 500);
- (b) Lot 5267 in DP 757298 (ID 1145);
- (c) Lot 1621 in DP 757298 (ID 1011);
- (d) Lot 2, section 56 in DP758669 (ID 2802);
- (e) Lot 7330 in DP 1181672 (ID 7207); and
- (f) Lot 18 in DP757447 (ID 2744).

[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 approx. 16 ha covering land parcels within the towns of Broken Hill, Menindee and Wilcannia.]

Parties to agreement

Applicant

Party name	Attorney General of New South Wales
Contact address	PO Box K348 Haymarket NSW 1240

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

Party name	Minister for Water, Property and Housing
Contact address	PO Box 2185 Dangar NSW 2305

Party name Clause 12.1 of the agreement provides that the parties are jointly applying for this agreement to be registered as an ILUA.

Contact address N/A

Period in which the agreement will operate

Start date not specified

End Date not specified

2. COMMENCEMENT

2.1 The Parties agree that:

(a) Clauses 1 (Objects); 2 (Commencement); 3 (Term); 4 (Warranties); 5 (Agreement Area and Surrender Area); 11 (Confidentiality); 12 (Registration of this Agreement as an ILUA); 15 (Amendment); 16 (Dispute Resolution Procedure); 17 (Notices); 19 (Termination); 20 (General) and 21 (Dictionary and Interpretation) commence on the Execution Date; and

(b) the remainder of the Agreement commences on the date on the Registration Date.

3. TERM

3.1 This Agreement continues indefinitely or until one of the following events:

(a) it is terminated by operation of sub-clause 2.3 (Commencement), or

(b) all Parties agree in writing to release each other and every other Party from their respective rights and obligations under this Agreement.

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*, all Future Acts (other than Intermediate Period Acts) that were done in relation to land or waters in the Agreement Area after 1 January 1994 and before the Execution Date, are valid, to the extent that they were done invalidly because of the existence of Native Title.

6.2 All Future Acts done in relation to land or waters in the Agreement Area on and 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 that they are done in accordance with the procedures set out in this Agreement or in the *Native Title Act*.

7. CONSENT TO FUTURE ACTS

7.1 For the purposes of sections 24EB(1)(b) and 24EB(1)(d) of the *Native Title Act* and Regulations 6(5)(a) and 6(5)(c) of the *ILUA Regulations*, and effective on and from the Registration Date, the parties consent to the surrender of all Native Title rights and interests in the Surrender Area, being:

(a) Lot 4242 in DP 757298 (ID 500),

(b) Lot 5267 in DP 757298 (ID 1145), and

(c) Lot 1621 in DP 757298 (ID 1011),

and agree that that the surrender is intended to extinguish the Native Title rights and interests in the areas covered by the lots identified in this sub-clause from the date the surrender takes effect.

7.2 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 the doing of the following acts:

(a) the grant of a fee simple estate to the RNTBC in Lot 18 in DP 757447 (ID 2744) by the Minister administering the *Crown Land Management Act* under section 5.3 of the *Crown Land Management Act* in accordance with the conditions in Schedule B *Transfer of Freehold Parcels*; and

(b) the Minister administering the *Crown Land Management Act* reserving Lot 7330 in DP 1181672 (ID 7207) for Community Purpose under Part 2 of the *Crown Land Management Act* and any act done in good faith under or in accordance with the reservation for Community Purpose over Lot 2 DP 758669 (ID 2802) and Lot 7330 DP 1181672 ("act under reservation").

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

Attachments to the entry

[NI2019-004 Map of Agreement Area.pdf](#)

[NI2019-004 Map of Surrender Area.pdf](#)