



Extract from Register of Indigenous Land Use Agreements

NNTT number	SI2013/001
Short name	Cultana Expansion Area ILUA
ILUA type	Area Agreement
Date registered	28/06/2013
State/territory	South Australia
Local government region	City of Port Augusta, Corporation of the City of Whyalla, Unincorporated Areas - SA

Description of the area covered by the agreement

The agreement area is defined at Clause 1.1.1 of the agreement, which refers to the plan and description contained at Schedule 1 of the agreement. A copy of Schedule 1 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 area covers about 2,310 sq km, located 30 km south west of Port Augusta, in the vicinity of (but excluding) Iron Knob and extending 82 km north westerly from Whyalla.

Parties to agreement

Applicant

Party name	The Commonwealth of Australia
Contact address	c/- Australian Government Solicitor Lionel Murphy Building 50 Blackall Street Barton ACT 2600

Other Parties

Party name	The State of South Australia
Contact address	Crown Solicitor's Office Level 6, 45 Pirie Street Adelaide SA 5000

Party name Mr Barry Croft, Mr Elliot McNamara, Mr Howard Richards, LD
(deceased)
Barngarla Registered Native Title Claimants

Contact address c/- Teitzel and Partners
PO Box 1151
Manly NSW 1655

Period in which the agreement will operate

Start date 13/02/2013
End date not specified

Clause 14.1.1. The Commencement Date of the agreement is the date it is signed by the parties to the agreement, and if signed on different days, the later of those days. The last party to sign the agreement did so on 13 February 2013, accordingly the agreement commenced on that day.

Clause 14.2.1 states that the agreement expires on the day before the one hundredth anniversary of the commencement of the First Lease, subject to clauses 14.2.2, 14.2.3, 14.2.4 and 14.2.5.

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

3.1.1. For the purposes of section 24EB(1) of the NTA, the Parties consent to the Commonwealth, or a person on the Commonwealth's behalf, and where relevant the State, or a person on the State's behalf, conducting the Project.

3.2.1. For the purposes of section 24EB(1) of the NTA, the Parties consent to the State Infrastructure and the grant by the State of any interests required to ensure the validity and confirm the legal status of the State Infrastructure.

3.2.2. For the purposes of section 24EB(1) of the NTA, the Parties consent to the grant by the State of the New Pastoral Lease to the Barngarla Investment Company Pty Ltd over the New Pastoral Lease Area within the Agreement Area on terms to be agreed by the Barngarla Investment Company Pty Ltd and the State.

3.3.1. For the purposes of section 24EB(1) of the NTA, the Parties consent to the Desalination Pipeline, including the grant of any interest necessary for the construction, maintenance and operation of the Desalination Pipeline within the Agreement Area, to the extent that such consent has not already been given in any other agreement.

4.1.3. The Parties acknowledge that Subdivision P of Division 3 of Part 2 of the NTA (the right to negotiate), or any alternative State provisions in effect under section 43 or 43A of the NTA, does not and is not intended to apply to the acts consented to in clauses 3.1, 3.2 and 3.3.

1.2.1. For this Agreement, 'Project' means:

- a. the grant of one or more Leases by the State to the Commonwealth and any extension, re-grant, renewal, holding over or consolidation by any mechanism of the Lease or Leases provided that no Lease including any extension, re-grant, renewal, holding over or consolidation extends beyond the one hundredth (100th) anniversary of the commencement of the First Lease;
- b. the Commonwealth acquiring one or more Leases under the Lands Acquisition Act;
- c. declaration of all or part of the Lease Area as Defence Practice Areas;

- d. the development, maintenance and use of the Lease Area for Defence purposes by or on behalf of the Commonwealth;
- e. activities on the Lease Area that are related to those mentioned in clause 1.2.1.d, including access to it;
- f. the grant of any approvals, permits or permissions by the State in relation to the acts referred to in clauses 1.2.1.a to 1.2.1.e; and
- g. the doing of all acts, matters and things reasonably necessary for the purposes mentioned in clauses 1.2.1.a to 1.2.1.f.

1.1.1. 'State Infrastructure' means the infrastructure and interests listed in Schedule 4 and any other public infrastructure and consequential interests in the Agreement Area at the Commencement Date including, but not limited to, water, gas, electricity, communications and transport infrastructure and consequential interests.

Attachments to the entry

[SI2013-001 Schedule 1- Map of the Agreement Area.pdf](#)

[SI2013-001 Schedule 1- Written Description of the Agreement Area.pdf](#)