



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	SI2016/004
<b>Short name</b>	Irrwanyere Settlement ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	10/01/2017
<b>State/territory</b>	South Australia
<b>Local government region</b>	Unincorporated Areas - SA

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### Description of the area covered by the agreement

5.1 The Agreement Area includes the whole of the Witjira National Park and an area immediately to the south of the Park (being portion of the Macumba and Stevenson Pastoral Lease areas), and comprises the entirety of the land and waters as described in Schedule 1 and depicted in the map attached at Schedule 2.

[A copy of Schedules 1 and 2 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.

The Agreement area covers about 11135 sq km of land, located south of the Northern Territory/South Australia border, approx. 43 km to the north of Oodnadatta.]

### Parties to agreement

#### *Applicant*

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<b>Party name</b>	The Attorney-General for the State of South Australia
<b>Contact address</b>	c/- Crown Solicitor for the State of South Australia GPO Box 464 Adelaide SA 5001

#### *Other Parties*

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<b>Party name</b>	Irrwanyere Aboriginal Corporation RNTBC
<b>Contact address</b>	c/- Johnston Withers Lawyers 17 Sturt Street Adelaide SA 5000

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**Party name** The Minister for Sustainability, Environment and Conservation for the State of South Australia

**Contact address** c/- Crown Solicitor for the State of South Australia  
GPO Box 464  
Adelaide SA 5001

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**Period in which the agreement will operate**

**Start date** not specified

**End date** not specified

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Clauses 1 to 7 of the Agreement commence on the Execution Date and, subject to clause 4.3, continue indefinitely. The remainder of the Agreement commences on the Registration Date and continues indefinitely.

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

11.1. For the purpose of section 24EBA of the NTA and section 32B of the NT(SA) Act, to the extent that any Public Works which have been constructed or established in the Agreement Area (other than those covered by the Witjira National Park ILUA) before the Execution Date are invalid Future Acts, the Parties agree to their validity.

11.2. All Future Acts validated in accordance with this clause ('validated Future Acts') are valid and are taken always to have been valid.

11.3. The non-extinguishment principle as set out in section 238 of the NTA applies to all validated Future Acts.

13.1. This Part does not apply to:

- (a) any interests granted or renewed under the Mining Acts;
- (b) the compulsory acquisition of Native Title Rights;
- (c) the grant or vesting in fee simple of an interest in Native Title land;
- (d) the grant of a lease which confers a right of exclusive possession over land (other than the grant of a lease of the Mount Dare Lease Area, or any part of it, pursuant to clause 15.1 and 15.2 of this ILUA).

14.1 For the purpose of section 24EB of the NTA, the native title holders consent, subject to the conditions set down in this clause, to the State approving and/or doing all Future Acts (except those referred to in clause 13.1) on or in relation to land within the Agreement Area after the Registration Date.

14.2. Where the Future Act consented to under this clause is a Notifiable Act, the consent of the native title holders is conditional upon the State's compliance with the Notification Process set out at Schedule 3 in relation to that act.

14.3. Where the Future Act is one which could be done if the land was instead held as freehold, the Future Act is not a Notifiable Act and the consent of the Native Title Holders 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.

15.1. The Corporation and the Native Title Holders consent to the State granting a lease to the Corporation, or to another body acting on behalf of the Native Title Holders over the Mount Dare Lease Area, or any part of it, to the extent that the grant of such a lease is a Future Act.

15.2. In the event that the Mount Dare Lease Area is added to the Park Lease, pursuant to clause 15.5 of the Park Lease, the Corporation and the Native Title Holders consent to that addition, to the extent that it is a Future Act.

18.1 An act is not a Notifiable Act for the purposes of this ILUA if it takes place within the Witjira National Park.

18.2 Subject to Clause 14.3, Notifiable Acts means the following Future Acts done by the State on or in relation to the Agreement Area:

- a) earthworks (other than in the course of Mining) which may cause substantial disturbance to the land or to the bed or subsoil under waters (except where the proposed works will be entirely contained within the location of existing works or infrastructure or where the works are carried out pursuant to a valid lease or licence);
- (b) approval under the Pastoral Land Management and Conservation Act 1989 (SA) for the use of Pastoral Land for a purpose other than Pastoral Purposes;
- (c) the dedication of land within the Agreement Area pursuant to the Crown Land Management Act 2009 (SA); or the revocation and re-dedication of land within the Agreement Area pursuant to that Act where this involves a change of the purpose for which the land is dedicated (except for a change of purpose where the effect is that an existing building or buildings on the land are to be used for a different purpose);
- (d) the grant (other than a renewal) under the Crown Land Management Act 2009 (SA) or any other Act of a lease or licence (which does not confer a right of exclusive possession) over land within the Agreement Area, excluding the grant of a lease or licence under the Mining Acts;
- (e) the constitution of land within the Agreement Area as a Reserve under the National Parks and Wildlife Act 1972 (SA) or a Wilderness Protection Zone or Wilderness Protection Area under the Wilderness Protection Act 1992 (SA);
- (f) any other category of acts or activities which the Parties agree in writing should be dealt with as Notifiable Acts.

#### **Attachments to the entry**

[Schedule 1 - External boundary description of the agreement area.pdf](#)

[Schedule 2 - Map of the agreement area.pdf](#)