



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	SI2016/001
<b>Short name</b>	Yandruwandha/Yawarrawarrka Claim Settlement ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	01/04/2016
<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 Agreement Area

5.1 The Agreement Area is all of the land and waters the subject of the Determination as described at SCHEDULE 1 and shown on the map at SCHEDULE 2 to this Agreement, and includes both Native Title Land and the land and waters over which native title has been extinguished as set out in the Determination.

### 2 Definitions

2.2 'Determination' means the Determination of the Federal Court of Australia made on 16 December 2015 in favour of the Yandruwandha Yawarrawarrka People in the matter of Fay Nicholls and others v the State of South Australia (Yandruwandha Yawarrawarrka Native Title Claim) including any approved determination of native title in place of the original.

'Native Title Land' means the land and waters over which native title is determined to exist in the Determination.

[A map and description of the agreement area is contained in Schedules 1 and 2 of the agreement. 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 40,250 sq km, located in the vicinity of Innamincka, in the north east corner of South Australia].

## Parties to agreement

### Applicant

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**Party name** The Attorney General for the State of South Australia

**Contact address** c/- Crown Solicitor's Office  
Commercial, Environment & Native Title Section  
GPO BOX 464  
Adelaide SA 5001

### Other Parties

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**Party name** Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) ICN 3840

**Contact address** c/- South Australian Native Title Services Ltd  
Level 4, 345 King William 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's Office  
Commercial, Environment and Native Title Section  
GPO BOX 464  
Adelaide SA 5001

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**Party name** Santos Limited ABN 80 007 550 923, Santos Petroleum Pty Ltd ABN 95 000 146 369, Santos (BOL) Pty Ltd ABN 35 000 670 575, Santos (NARNL Cooper) Pty Ltd ABN 75 004 761 255, Alliance Petroleum Australia Pty Ltd ABN 60 004 559 951, Bridge Oil Developments Pty Ltd ABN 30 001 152 049, Basin Oil Pty Ltd ABN 36 000 628 017, Reef Oil Pty Ltd ABN 70 000 646 800, Vamgas Pty Ltd ABN 76 006 245 110, Origin Energy Resources Limited ABN 66 007 845 338 and Delhi Petroleum Pty Ltd ABN 65 007 854 686

**Contact address** c/- Santos Limited  
60 Flinders Street  
Adelaide SA 5000

## Period in which the agreement will operate

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**Start date** 16/12/2015

**End date** not specified

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### 4 Term of Agreement

4.1 Clauses 1 to 9 of this Agreement commence on the Execution Date.

4.2 The remainder of this Agreement commences on the Registration Date.

4.3 Subject to clause 4.4, 4.6 and the review and amendment provisions in clause 58, this Agreement continues indefinitely and no Party may terminate this Agreement for any other reason, including by reason of breach or repudiation of this Agreement by any Party (although a Party may exercise any other right or remedy otherwise available to it in respect of such breach

or repudiation).

4.4 This Agreement terminates if it is removed from the Register under section 199C of the NTA [Native Title Act 1993 (Cth)].

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

16 Future Acts done prior to the Registration Date

16.1 For the purposes of section 24EBA of the NTA and section 32B of the Native Title (South Australia) Act 1994 (SA), to the extent (if any) that the following acts or classes of acts which have been done in the Agreement Area before the Registration Date are invalid Future Acts because of the NTA, the Parties agree to their validity:

- (a) the grant, renewal or consolidation prior to the Registration of this ILUA of each of the interests set out in the Determination at paragraph 12 subparagraphs k), l), m) and n);
- (b) the proclamation of Coongie Lakes National Park by Government Gazette 31 March 2005, page 743; and
- (c) the construction or establishment of Public Works.

16.2 The Parties agree that acts or classes of Future Acts validated in accordance with this clause are taken always to have been valid.

17 Application of this Part 6

17.1 This Part does not apply to:

- (a) any interests granted or renewed under the Mining Acts;
- (b) the grant of an easement under the Crown Land Management Act 2009 (SA) for a pipeline licenced under the Petroleum and Geothermal Energy Act 2000 (SA) and to which the Yandruwandha/Yawarrawarrka Petroleum Conjunctive ILUA applies;
- (c) the compulsory acquisition of Native Title; or
- (d) except as provided for in clause 22, the grant or vesting in fee simple of an interest in Native Title Land.

18 Consent to Future Acts

18.1 For the purpose of section 24EB of the NTA the Parties consent, subject to compliance with the terms of this Agreement, to the State doing the acts or activities referred to in this Part 6 after the Registration Date.

18.2 All acts or activities consented to under this Part 6 are valid.

18.3 The Parties agree that Subdivision P of Part 2 Division 3 of the NTA (which deals with the Right to Negotiate) is not intended to apply to the acts or activities consented to under this Part 6.

21 Surrender of Native Title in Innamincka

21.1 The Corporation and the Yandruwandha Yawarrawarrka People surrender to the State all of their Native Title rights and interests in Allotments 132, 196, 197, 188, 189, 190, 191, 192, 193 and 194 in Township Plan 831601 Out of Hundreds (Innamincka) as depicted on the Plan in SCHEDULE 11. [A copy of Schedule 11 is attached to this register extract]

21.2 The surrender of Native Title rights and interests pursuant to this clause will take place on the Registration Date.

21.3 The surrender of Native Title pursuant to this clause wholly extinguishes the surrendered native title rights and interests.

22 Surrender of native title for purpose of granting land to Yandruwandha Yawarrawarrka

22.1 The State agrees for the purpose of Part 7 of this Agreement (Compensation and Benefits) to grant in fee simple to the Corporation or a body or bodies corporate nominated by the Corporation the following parcels of land:

- (a) Allotments 198, 199, 77, 78, 79, 80, 81, 82, 84, 85, 86, 179, 180, 181, 182, 184, 185 and 186 in Township Plan 831601 Out of Hundreds (Innamincka) as depicted on the Plan in SCHEDULE 12. [A copy of Schedule 12 is attached to this register extract]

22.2 The Corporation and the Yandruwandha Yawarrawarrka People agree to the State granting an estate in fee simple over the allotments referred to in clause 22.1, and surrender to the State

all of their native title rights and interests in those allotments.

22.3 The surrender of the native title rights and interests in relation to an allotment pursuant to this clause will take place on the date of issue of the Certificate of Title over that allotment.

22.4 The surrender of native title pursuant to this clause wholly extinguishes the surrendered native title rights and interests.

### 23 Airstrip

23.1 The Parties consent, subject to compliance with the Notification Process, to the State granting a lease to permit the establishment and operation of an airstrip and associated facilities over part of the area within Allotment 53 Deposited Plan 84009 Out of Hundreds (Innamincka).

### 24 Waste Management Facility

24.1 The Parties consent to the State granting a lease or a licence to permit the establishment and operation of a waste management facility to service the township of Innamincka on portion of Allotment 52 Deposited Plan 84007 Out of Hundreds (Innamincka).

### 25 Other Future Acts

25.1 Subject to the conditions set out in this clause, the Yandruwandha Yawarrawarrka People and the other Parties consent to the doing by the State of, or to any approval given by the State for the doing of, all Future Acts except those referred to in clause 17.1 of this Agreement after the Registration Date.

### 2 Definitions

2.2 'Corporation' means the Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) ICN 3840 being a body incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) and a Prescribed Body Corporate for the purposes of the NTA, or such other Prescribed Body Corporate which is authorised by the Yandruwandha Yawarrawarrka People to act on their behalf in respect of this Agreement.

'Mining Acts' means the Mining Act 1971 (SA), the Opal Mining Act 1995 (SA), the Petroleum Act 1940 (SA), the Petroleum and Geothermal Energy Act 2000 (SA) and the Cooper Basin (Ratification) Act 1975 (SA).

### Attachments to the entry

[Schedule 1 External Boundary of Agreement Area.pdf](#)

[Schedule 2 Map of Agreement Area.pdf](#)

[Schedule 11 Land where native title is surrendered pursuant to Clause 21.pdf](#)

[Schedule 12 Land where native title is surrendered pursuant to Clause 22.pdf](#)