



Extract from Register of Indigenous Land Use Agreements

NNTT number	SI2023/003
Short name	Wirangu No 2 (Part A), Wirangu No 3 (Part A) and Wirangu Sea Claim No 2 (Part A) Settlement ILUA
ILUA type	Area Agreement
Date registered	23/02/2024
State/territory	South Australia
Local government region	Wudinna District Council, The DC of Streaky Bay

Description of the area covered by the agreement

7. Agreement Area

7.1. 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.

7.2. To the extent of any inconsistency between the written description at SCHEDULE 1 and the map contained at SCHEDULE 2, the written description prevails.

[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 5,447 sq km and is located west of the Eyre Highway (between Wudinna to North of Poochera) to the coast of the Great Australian Bight including Streaky Bay.]

Agreement Area has the meaning given to it in clause 7;

Determination means the Determination of the Federal Court of Australia in favour of the Applicants in each of the matters of *Caroline Wilson v State of South Australia* SAD 64/2022 (Part A), *Caroline Wilson v State of South Australia* (SAD228/2019) (Part A) and *Neville Bilney and Others v State of South Australia and Others* (SAD84/2021) (Part A) including any approved determination of native title in place of the originals;

Parties to agreement

Applicant

Party name	Attorney-General for the State of South Australia
Contact address	c/- Crown Solicitor's Office of South Australia GPO Box 464 Adelaide SA 5001

Other Parties

Party name	Caroline Wilson, Elizabeth Pool, Kenneth Wilson, Cindy Morrison, Neville Miller, Barry Dean Johncock for and on behalf of the registered native title claimant in the Wirangu No 3 Native Title Claim (SAD228/2019)
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Contact address c/- South Australian Native Title Services Ltd
Level 4
345 King William Street
Adelaide SA 5000

Party name Caroline Wilson, Elizabeth Pool, Kenneth Wilson, Cindy Morrison, Neville Miller, Barry Dean Johncock Senior for and on behalf of the registered native title claimant in the Wirangu No 2 Native Title Claim (SAD64/2022)

Contact address c/- South Australian Native Title Services Ltd
Level 4
345 King William Street
Adelaide SA 5000

Party name Neville Bilney, Cindy Morrison, Cheryl Saunders, Elizabeth Pool, Harry Miller, Kaylene Kerdel, Keenan Smith, Neville Miller for and on behalf of the registered native title claimant in the Wirangu Sea Claim No 2 Native Title Claim (SAD84/2021)

Contact address c/- South Australian Native Title Services Ltd
Level 4
345 King William Street
Adelaide SA 5000

Party name Wirangu Aboriginal Corporation (ICN 9333)

Contact address c/- South Australian Native Title Services Ltd
Level 4
345 King William Street
Adelaide SA 5000

Period in which the agreement will operate

Start date not specified

End Date not specified

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 and continues indefinitely subject to earlier termination pursuant to this Agreement or by operation of law.

5. Survival

5.1. Clauses 12, 18, 32, 33 and 34 survive the termination of this Agreement and removal of the details of this Agreement from the Register for whatever reason and in those circumstances remain binding on:

- (a) all persons bound by this Agreement; and
- (b) all persons entitled to any of the benefits under this Agreement.

6. Effect of Termination

6.1. The termination of this Agreement for whatever reason does not affect:

- (a) the acts validated under this Agreement and such acts remain valid;
- (b) the validity of any act done by the State in accordance with this Agreement prior to its termination and removal from the Register;
- (c) any entitlement to compensation arising from Future Acts validly done by the State pursuant to this Agreement prior to its termination

Execution Date means the date on which this Agreement was executed by all Parties and if executed on different days the date on which it was last executed;

Register means the Register of Indigenous Land Use Agreements established and maintained under Part 8A of the NTA;

Registration Date means the date upon which this Agreement is registered and entered on the Register.

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

12 Changing the effect of the vesting of Adjacent and Subjacent land under the HNA

12.1. To the extent (if any) that the vesting of Adjacent Land and Subjacent Land in the Minister under section 15(1) (a) of the HNA ('the Vesting') is a valid, Category A intermediate period act, the Parties agree:

(a) that the effect of the Vesting is, pursuant to section 36B of the *Native Title (South Australia) Act 1994 (SA)*, to extinguish all Native Title in the land concerned; and
(b) to change the effect provided for by section 36B of the *Native Title (South Australia) Act 1994 (SA)* in relation to the Vesting in the Agreement Area and for the purpose of section 24EBA of the NTA.
12.2. In the event that the Vesting is not an intermediate period act, the Parties agree that it is a valid act to which the Non-extinguishment Principle applies (including to the extent if any that it was invalid, pursuant to clause 18 of this Agreement).

13. Issue of Certificate of Title over Land Vested under HNA

13.1. Subject to compliance with clauses 13.2 and 13.3, to the extent (if any) that the issue of a Certificate of Title pursuant to section 115A of the *Real Property Act 1886* in relation to any Adjacent or Subjacent Land within the Agreement Area, is a Future Act, the Parties consent to that act.

13.2. Where the State proposes to issue a Certificate of Title over any Adjacent Land or Subjacent Land, the State must give at least 60 days prior written notice to the Corporation of its intention to issue such a Certificate (**State's Notice**).

13.3. The State's notice must:

- (a) identify the land over which the Certificate of Title is proposed to issue; and
- (b) indicate whether the State seeks the surrender of Native Title over that land; and
- (c) make an offer of compensation to the Corporation for any affect on native title in relation to the issue of the certificate.

13.11. Where the State's notice indicates that surrender of Native Title is sought, the Corporation and the Wirangu People consent to the surrender to the State of their Native Title in the land over which the Certificate of Title is issued.

13.12. The surrender of Native Title pursuant to this clause will take place on the date of issue of the Certificate of Title and wholly extinguishes the surrendered Native Title.

18. Future Acts done prior to the Registration Date

18.1. For the purpose 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 proclamation of land as Reserve pursuant to the NPWA;
- (b) the vesting of Adjacent Land and Subjacent Land pursuant to section 15 of the HNA;
- (c) any act done on Adjacent Land and Subjacent Land consistent with the vesting of that land under section 15 of the HNA;
- (d) the construction or establishment of Public Works;
- (e) the dedication or reservation of any land; and
- (f) the creation of any public road.

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

18.3. The Non-extinguishment Principle applies to acts validated in accordance with this clause 18.

Part 7: Future Acts consented to under Agreement

19. Application of this Part 7

19.1. This Part 7 does not apply to and no consent is given under this Part to an act which is:

- (a) a Future Act:
 - (i) done pursuant to any of the Mining Acts; or
 - (ii) that otherwise creates a right to Mine (other than for the sole purpose of the construction of an Infrastructure Facility associated with mining); or varies a right to Mine to extend the area to which it relates;
- (b) the compulsory acquisition of Native Title. The Parties agree that the issue of a Certificate of Title over land vested under the HNA (to which clause 13 applies) is not the compulsory acquisition of native title for the purpose of this Agreement;
- (c) except as provided for in clause 13, an act that is or results in the grant or vesting in fee simple of an interest in Native Title Land; or
- (d) that is the grant (other than a renewal, extension or re-grant) of a lease under any Act with a term (including any right of renewal) exceeding 15 years which grants a right of exclusive possession;
- (e) a Future Act that permits or requires tourism activities on a pastoral lease that involve observing activities or cultural works of Aboriginal peoples.

19.2. The Parties agree that the provisions of the NTA and any alternative provisions approved under section 43 or section 43A of the NTA from time to time including as provided for under the *Mining Act 1971 (SA)* and the *Land Acquisition Act 1969 (SA)* continue to apply to acts set out in clause 19.1 on Native Title Land.

20. Consent to Future Acts

20.1. 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 Future Acts or activities after the Registration Date referred to in this Part 7, except those referred to in clause 19.[Sic]

20.2. All acts or activities consented to under this Part 7 are valid.

20.3. 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 7.

23. Easements on Crown Land

23.1. Subject to compliance with the requirements of the *Crown Land Management Act 2009*, the Parties consent to Future Acts that are the grant of an easement under section 28 of that Act.

24. Constitution of Land as NPWA Reserve

24.1. The Parties agree to the following parcels (which are contained in the area of Wirangu No 2 Part A) being constituted as Reserve pursuant to the NPWA:

- (a) H652200S229, H652200S230, H652200S231, H652200S182, H652200S183 and H652200184 all in the Hundred of Wrenfordsley to be constituted as Cape Blanche Conservation Park pursuant to section 30 of the NPWA;
- (b) D41664A30 in the Hundred of Wrenfordsley to be constituted as Searcy Bay Conservation Park pursuant to section 30 of the NPWA;
- (c) D112266A71 and D91266A21 in the Hundred of Wrenfordsley and D91266A20 in the Hundred of Ripon to be constituted as Sceale Bay Conservation Park pursuant to section 30 of the NPWA;
- (d) D38621A301 in the Hundred of Wrenfordsley to be constituted as Point Labatt Conservation Park pursuant to section 30 of the NPWA;
- (e) D33124A1 in the Hundred of Wrenfordsley to be constituted as Baird Bay Conservation Park pursuant to section 30 of the NPWA.

24.2. The Parties agree to the following parcels (which are contained within the area of Wirangu No 3 Part A) being constituted as Reserve pursuant to the NPWA:

- (a) D111276A1052, D112266Q72 and D112266Q73 in the Hundred of Wrenfordsley to be constituted as Sceale Bay Conservation Park pursuant to section 30 of the NPWA.

24.3. The Parties agree that the proclamation of these parcels are not Notifiable Acts for the purposes of clause 26 of this Agreement.

25. Other Future Acts

25.1. Subject to the conditions set out in this clause, the 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 19.1 of this Agreement after the Registration Date.

25.2. Subject to clause 25.3, where the Future Act is a Notifiable Act, the consent of the Wirangu People is conditional upon the State's compliance with the Notification Process.

25.3. Where the Future Act is one which could be done if, instead of being Native Title Land the land was held as freehold, the Notification Process does not apply but the consent of the Wirangu People 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.

25.4. For the avoidance of doubt, this clause does not apply to a Future Act that is consented to under another clause of this Agreement.

Aboriginal Heritage means Aboriginal Sites, Objects or Remains;

Adjacent Land has the meaning given to it in the HNA;

AHA means the *Aboriginal Heritage Act 1988 (SA)*;

Corporation means the Wirangu Aboriginal Corporation ICN 9333 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 Native Title Holders to act on their behalf in respect of this Agreement;

Crown Land has the meaning given to in the *Crown Land Management Act 2009 (SA)* as amended or replaced from time to time;

HNA means the *Harbors and Navigation Act 1993 (SA)*;

Infrastructure Facility has the meaning given to it in the NTA;

Mine has the meaning given to it in the NTA and Mining has a corresponding meaning;

Mining Acts means the *Mining Act 1971 (SA)*, the *Opal Mining Act 1995 (SA)*, the *Petroleum Act 1940 (SA)* and the *Petroleum and Geothermal Energy Act 2000 (SA)*;

Native Title means the Native Title rights and interests recognised over the Native Title Land in the Determination;

Native Title Holders means those persons determined as holding the Native Title in the Determination;

Native Title Land means the land and waters over which native title is determined to exist in the Determination and in relation to which Native Title has not been subsequently extinguished;

Non-extinguishment Principle has the meaning given to it in the NTA;

Notification Process means the process set out in SCHEDULE 3 to this Agreement;

NPWA means the *National Parks and Wildlife Act 1972 (SA)*;

Public Works has the meaning given to it in the NTA and, for the purposes of this Agreement, a reference to land or waters on which a Public Work is constructed or established includes the land or waters referred to in section 251 D of the NTA;

Right to Negotiate means the right to negotiate procedures set out in Subdivision P of the NTA and any alternative scheme approved under section 43 or section 43A of the NTA from time to time;

Reserve means any land and waters within the Agreement Area that is constituted as a reserve pursuant to the NPWA from time to time;

State means the Crown in right of the State of South Australia and any of its Ministers, agencies, instrumentalities, employees, agents or statutory corporations formed by or pursuant to legislation enacted by the Parliament of South Australia;

Subjacent Land has the meaning given to it in the HNA;

Wirangu No 2 Native Title Claim means the native title determination application filed in the Federal Court of Australia for and on behalf of the Wirangu People in the matter of *Caroline Wilson v State of South Australia and Others* (SAD 64/2022) as amended;

Wirangu No 3 Native Title Claim means the native title determination application filed in the Federal Court of Australia for and on behalf of the Wirangu People in the matter of *Caroline Wilson v State of South Australia and Others* (SAD 228/2019) as amended;

Wirangu People means the common law Native Title Holders as defined in the Determination.

Attachments to the entry

[SI2023_003 Schedule 1 - External Boundary of Agreement Area.pdf](#)

[SI2023_003 Schedule 2 - Map of Area.pdf](#)