



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	SI2014/011
<b>Short name</b>	Kokatha Native Title Claim Settlement ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	02/12/2014
<b>State/territory</b>	South Australia
<b>Local government region</b>	Municipal Council of Roxby Downs, Unincorporated Areas - SA

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## Description of the area covered by the agreement

The agreement area is all of the land and waters the subject of the Kokatha People Determination (SAD90/2009) as described and shown on the map at Schedule 1 to the agreement.

[A copy of Schedule 1 is attached to this register extract.

The following general description of the agreement area has also been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It does not replace, and is less precise than, the description of the agreement area contained in the agreement. It is provided for information only and should not be considered part of the Register of ILUAs:

Agreement covers about 30,372 sq km extending approx. 129 km west of Lake Torrens.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Attorney-General and the Minister for Mineral Resources and Energy on behalf of the State of South Australia
<b>Contact address</b>	c/- Crown Solicitor's Office GPO Box 464 Adelaide South Australia 5001

### *Other Parties*

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<b>Party name</b>	BHP Billiton Olympic Dam Corporation Pty Ltd ABN 99 007 835 761
<b>Contact address</b>	c/- Ashurst Australia Level 32 Exchange Plaza 2 The Esplanade Perth Western Australia 6000

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<b>Party name</b>	Kokatha Aboriginal Corporation RNTBC
<b>Contact address</b>	c/- Berg Lawyers 37 Hurtle Square Adelaide South Australia 5000

## Period in which the agreement will operate

**Start date** not specified

**End Date** not specified

4.1 Clauses 1 to 8 of this Agreement commence on the Execution Date [3 September 2014] and, subject to clause 4.3, continue indefinitely.

4.2 The remainder of this Agreement commences on the Registration Date and continues indefinitely unless it is removed from the Register.

4.3 In the event that this Agreement is not registered on the Register within 12 months from the Execution Date, clauses 1 to 8 may be terminated by agreement in writing of the Parties.

4.4 In the event that the details of this Agreement are removed from the Register pursuant to section 199C of the NTA, to the extent possible at law this Agreement remains binding as a contract between the Parties, and in particular, but without limitation, the provision of clauses 12, 15, 16, 17, 18, 19, 20, 21, 22, 38, 39, 40, 42, 45, 50, 51 and Part 6 remain binding on:

(a) the Parties to this Agreement; and

(b) all persons entitled to any of the benefits or compensation provided under this Agreement.

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

### 12. Future Acts done prior to the Registration Date

12.1 For the purpose of section 24EBA of the NTA and section 32B of the Native Title (South Australia) Act 1994 (SA), to the extent that the following acts or class 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 of the interests listed in SCHEDULE 2 and the surrender to the State of all of the native title rights and interests in the land listed in that Schedule;

(b) the grant of an Occupational License (OL 53067) to APOMA over Allotment 1 Deposited Plan 56829 Out of Hundreds (Andamooka), and the continuation of that license after the Determination;

(c) the grant of an Occupational License (OL 22081) over a portion of Allotment 787 Deposited Plan 41068 Out of Hundreds (Andamooka) for the purpose of a concrete and cement business;

(d) the establishment and operation of a Waste facility on portion of Allotment 20 Deposited Plan 82868 Out of Hundreds (Andamooka);

(e) the dedication under the Crown Lands Act 1929 (SA) of Allotment 2 Deposited Plan 56829 for playground purposes and the placing of that allotment under the care control and management of APOMA;

(f) the dedication under the Crown Lands Act 1929 (SA) of section 759 Out of Hundreds (Andamooka) for water purposes and the placing of that allotment under the care control and management of APOMA;

(g) the construction of improvements on Allotment 1 Deposited Plan 56829 and Allotment 2 Deposited Plan 56829 both Out of Hundreds (Andamooka);

(h) the grant of Miscellaneous Purposes Licenses 121 and 122 to Oz Minerals Prominent Hill Operations Pty Ltd;

(i) the registration of Precious Stones Tenements within the Agreement Area (whether current or expired) under section 20 of the Opal Mining Act 1995 (SA) and the carrying out of Opal mining operations under those tenements;

(j) the carrying out of Opal mining operations pursuant to a Precious Stones Prospecting Permit issued under section 7 of the Opal Mining Act 1995 (SA);

(k) each Olympic Dam Project Act including all Existing Interests; and

(l) the construction or establishment of Public Works.

12.2 The surrender of native title over the land listed in SCHEDULE 2 is intended to extinguish the native title rights and interests in the land.

12.3 Where an Olympic Dam Project Act validated pursuant to this clause consists of the grant of a freehold estate, the Kokatha People surrender to the State all of the native title rights and interests in the area the subject of the freehold estate, and acknowledge that the surrender is intended to extinguish the native title rights and interests in the land.

### 14. Consent to Acts

14.1 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 5 after the Registration Date.

### 17. Surrender of native title for purpose of granting land to the Corporation

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

### 19. Interests in Pimba

19.1 (c) The surrender of native title pursuant to this clause wholly extinguishes the surrendered native title rights and interests.

19.2 The Corporation and the Kokatha People consent to:

(i) the State dedicating Allotment 31 DP28086 Out of Hundreds (Torrens), in the town of Pimba, pursuant to the Crown Land Management Act 2009 (SA) for war memorial purposes and placing it under the care, control and management of the Outback Communities Authority;

(ii) the construction of a war memorial on the land; and

(iii) the carrying out of all activities on the land consistent with its dedication.

### 22. Opal Mining Operations within the Andamooka Precious Stones Field

22.6 The effect of sections 24AB (1) and 24EB of the NTA is that Subdivision P of Part 2 Division 3 of the NTA and any approved alternative scheme under section 43(1) of the NTA including Part 7 of the Opal Mining Act 1995 (SA) has no operation in relation to the acts or activities consented to under this clause 22.

#### 29. Consent to Olympic Dam Project Acts

29.1 For the purpose of section 24EB of the NTA the Corporation and the Kokatha People consent to:

- (a) the doing of all Olympic Dam Project Acts; and
- (b) the conduct of all activities required, permitted or contemplated under an Interest under or otherwise resulting from an Olympic Dam Project Act, after the Registration Date.

29.2 The Parties agree that Subdivision P of Part 2 Division 3 of the NTA (which deals with the Right to Negotiate) and any alternative State provisions approved under section 43 or section 43A of the NTA including as provided for under the Mining Act 1971 (SA) and the Land Acquisition Act 1969 (SA) are not intended to apply to Olympic Dam Project Acts or the activities consented to under this Part 6.

#### 31. Surrender of native title by grant of a freehold estate

31.1 Where an Olympic Dam Project Act consented to under this Part 6 consists of the grant of a freehold estate, the Corporation and the Kokatha People consent to surrender to the State all of their native title rights and interests in the area the subject of that freehold estate.

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

'APOMA' means the Andamooka Progress and Opal Miners Association

'NTA' means the Native Title Act 1993 (Cth)

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

[Schedule 1 Agreement area description 20140929.pdf](#)

[Schedule 1 Agreement area maps 20140929.pdf](#)