



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	SI2023/002
<b>Short name</b>	Wirangu No 2 (Part B), Wirangu No 3 (Part B), Wirangu Sea Claim No 2 (Part B) and Nauo #3 Settlement ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	23/02/2024
<b>State/territory</b>	South Australia
<b>Local government region</b>	Wudinna District Council, DC of Elliston, The DC of Streaky Bay

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## 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 3458 sq km and is located between the Eyre Highway and the coast of Anxious Bay in the Great Australian Bight.]*

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

**Determination** means the determination of the Federal Court in favour of the Applicants in each of *Caroline Wilson v State of South Australia* (SAD 64/2022) (Part B), *Brenton Weetra v State of South Australia and Others* (SAD 63/2018), *Caroline Wilson v State of South Australia* (SAD228/2019) (Part B) and *Neville Bilney and Others v State of South Australia and Others* (SAD 84/2021) (Part B) including any approved determination of native title in place of the original;

## Parties to agreement

### Applicant

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

### Other Parties

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<b>Party name</b>	Brenton Weetra, Pauline Branson, Cynthia Weetra-Buzza, Jody Miller for and on behalf of the registered native title claimant in the Nauo No 3 Native Title Claim (SAD63/2018)
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**Contact address** c/- South Australian Native Title Services Ltd  
Level 4  
345 King William Street  
Adelaide SA 5000

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**Party name** Caroline Wilson, Cindy Morrison, Barry Dean (Jack) Johncock, Elizabeth Pool, Neville Miller, Kenneth Wilson 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

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**Party name** Caroline Wilson, Cindy Morrison, Barry Dean (Jack) Johncock, Elizabeth Pool, Neville Miller, Kenneth Wilson for and on behalf of the registered native title claimant in the Wirangu No 3 Native Title Claim (SAD228/2019)

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

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**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

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**Party name** The Nauo and Wirangu Aboriginal Corporation (ICN 9901)

**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, 31, 32 and 33 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. Termination

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

- (a) the acts validated under this Agreement and such act 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) the surrender of native title pursuant to this Agreement and native title remains extinguished over the surrendered areas; and
- (d) 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 that is 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) 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 within the Agreement Area, it must give at least 60 days prior written notice to the Corporation of the State's 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 Native Title Holders 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 grant of a Certificate of Title by the State over the following parcels:

Parcel Identifier	Hundred	First CT Title Reference	Current Title Reference
H650100SI	Addison	CT4279/317	CT5453/875

D50911A11	Ward	CT4364/284	CT5603/90
D50911AI2	Ward	CT4364/284	CT5603/91
D50911AI3	Ward	CT4364/284	CT5603/92
D50911A14	Ward	CT4634/284	CT5603/93
D67149A201	Ward	CT4634/284	CT5948/560
D68372A16	Ward	CT4634/284	CT5948/561
D68372A17	Ward	CT4634/284	CT5948/562
D68372A18	Ward	CT4634/284	CT5948/563
D68372A21	Ward	CT4634/284	CT5948/566
D68372A22	Ward	CT4634/284	CT5948/567
D73174A23	Ward	CT4634/284	CT5979/341
D73174A24	Ward	CT4634/284	CT5979/342
D73174A25	Ward	CT4634/284	CT5979/343
D73174A26	Ward	CT4634/284	CT5979/344
D73174A27	Ward	CT4634/284	CT5979/345
D73174A28	Ward	CT4634/284	CT5979/346
D73174A29	Ward	CT4634/284	CT5979/347
D73174A30	Ward	CT4634/284	CT5979/348
D73174A300	Ward	CT4634/284	CT5979/355
D73174A31	Ward	CT4634/284	CT5979/349
D73174A32	Ward	CT4634/284	CT5979/350
D73174A33	Ward	CT4634/284	CT5979/351
D73174A34	Ward	CT4634/284	CT5979/352
D73174A35	Ward	CT4634/284	CT5979/353
D73174A36	Ward	CT4634/284	CT5979/354
D80953A5	Ward	CT4634/284	CT6036/464
D80953A6	Ward	CT4634/284	CT6036/465
D57656A2	Wright	CT5864/891	CT5864/891

(b) the vesting of Adjacent Land and Subjacent Land pursuant to section 15 of the HNA including for the avoidance of doubt the following parcels which are Adjacent Land and Subjacent Land:

- (i) Portion of D40280A10 in the Hundred of Colton (CR5267/143) within Lake Newland Conservation Park;
- (ii) D60777A6 in the Hundred of Rounsevell (CR5967/50) within Venus Bay Conservation Park;
- (c) any act done on Adjacent Land and Subjacent Land consistent with the vesting of that land under section 15 of the HNA including the proclamation of Portion of D40280A10 in the Hundred of Colton and D60777A6 in the Hundred of Rounsevell as Reserve pursuant to the NPWA; and
- (d) the construction or establishment of Public Works.

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

18.3. The Native Title Holders and the Corporation surrender to the State all of their Native Title in the parcels of land referred to in clause 18.1(a).

18.4. The surrender of Native Title pursuant to clause 18.3 will take place on the Registration Date and wholly extinguishes the surrendered Native Title.

18.5. The Non-extinguishment Principle applies to acts validated in accordance with clause 18.1(b), 18.1(c) and 18.1(d).

## 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 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 involves 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 19.119.1[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. Other Future Acts**

24.1. 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.

24.2. Subject to clause 24.3, where the Future Act is a Notifiable Act, the consent of the Native Title Holders is conditional upon the State's compliance with the Notification Process.

24.3. 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 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.

**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 and Nauo Aboriginal Corporation (Aboriginal Corporation) ICN 9901 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;

**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;

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

**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;

**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;

**Attachments to the entry**

[SI2023\\_002\\_Schedule 1\\_External Boundary of Agreement Area .pdf](#)

[SI2023\\_002\\_Schedule 2\\_Map Area .pdf](#)