



S12024/006 Nauo No 2 Native Title Settlement Indigenous Land Use Agreement

Description of the agreement area:

The agreement area covers two parts with a combined area of about 535 sq km, the larger part located on the southern end of Eyre Peninsula (including Jessieu Peninsula) and the remaining Section 533 (Hundred of Lake Wangary) in the town of Coffin Bay.

Relevant LGAs: The District Council of Lower Eyre Peninsula and the City of Port Lincoln.

The agreement contains the following statements:
[Explanatory notes in brackets inserted by the National Native Title Tribunal]
[Clause numbers have been bolded for readability]

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. **13.11.** Subject to compliance with clause 13.6, if required, 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 vesting of Adjacent Land and Subjacent Land pursuant to section 15 of the HNA, to the extent that it extends either 10 or 50 metres seaward of the Lowest Astronomical Tide and that will be described in Schedules 1 and 5 of the Determination, including land that is not parcellated and the following parcels: [In the Hundred of Flinders: D35926A11 | CR5910/82; D64387A101 | CR5919/926; D64387A102 | CR5919/927; D64387A103 | CR5919/928. In the Hundred of Sleaford: D35926A2 | CR5910/82; D35926A3 | CR5910/82. The preceding references are in the following format: [Parcel Identifier] | [Crown Record Reference]] (b) any act done on Adjacent Land and Subjacent Land consistent with the vesting of that land under section 15 of the HNA; and (c) the construction or establishment of Public Works. **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 12 applies) is not the compulsory acquisition of native title for the purpose of this Agreement; (c) an act that is or results in the grant or vesting in fee simple of an interest in Native Title Land other than as provided for in clause 24; or (d) that is the grant of a lease under the Crown Land Management 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. **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 19.1. **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. Consent and Surrender of Native Title to give effect to agreed Compensation and Benefits 24.1.** Subject to the parcel of land described as section 533 in the Hundred of Lake Wangary becoming available for direct sale to the Corporation in accordance with SCHEDULE 6 of the Nauo No 1 and Nauo No 4 Settlement ILUA, the Parties: (a) consent to its grant in fee simple to the Corporation; and (b) surrender to the State all of their native title rights and interests in the parcel. **24.2.** Subject to any or all of the parcels of land described as section 628 in the Hundred of Lincoln, section 690 in the Hundred of Lincoln, section 516 in the Hundred of Lincoln and section 613 in the Hundred of Lincoln becoming available for direct sale to the Corporation in accordance

with SCHEDULE 6 of this Agreement (the available parcels), the Parties: (a) consent to the grant in fee simple of the available parcels to the Corporation; and (b) surrender to the State all of their native title rights and interests in the available parcels. **24.3.** The surrender of Native Title over a parcel of land pursuant to this clause will take effect on the date of grant of the Certificate of Title for that parcel to the Corporation and wholly extinguishes the surrendered Native Title over the parcel of land granted. **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 Nauo 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 Nauo 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. **Adjacent Land** has the meaning given to it in the HNA; **Agreement Area** has the meaning given to it in clause 7; **Agreement** means this ILUA (including the Schedules); **Applicant** means the registered native title claimants in the Nauo No 2 Native Title Claim; **Corporation** means the Nauo Aboriginal Corporation (Aboriginal Corporation) ICN 9948 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; **Determination** means the “approved determination of native title” as that phrase is defined in the NTA that would be made by the Federal Court of Australia in the Nauo No 2 Native Title Claim (SAD188/2016), including any variation of the Determination pursuant to s 13(4) of the NTA; **Future Act** has the meaning given to it in the NTA; **HNA** means the *Harbors and Navigation Act 1993* (SA); **ILUA** means an Indigenous Land Use Agreement under the NTA; **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 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; **Native Title** means the Native Title rights and interests recognised over the Native Title Land in the Determination and for the purposes of clause 24 includes the Native Title rights and interests determined over section 533 in the Hundred of Lake Wangary in the Determination of the Federal Court of Australia in the Nauo No. 1 Native Title Claim (SAD65/2022) and the Nauo No 4 (SAD185/2021) Native Title Claim; **Nauo No 1 and Nauo No 4 Settlement ILUA** means the Indigenous Land Use Agreement of that name which was placed on the Register on 23 February 2024; **Nauo No 2 Native Title Claim** means the native title determination application filed in the Federal Court of Australia in the matter of *Brenton Weetra v State of South Australia and Others* (SAD 188/2016) as amended; **Nauo People** means the Native Title Holders; **Non-extinguishment Principle** has the meaning given to it in the NTA; **Notifiable Act** has the meaning given to it in clause 26 of this Agreement; **Notification Process** means the process set out in SCHEDULE 3 to this Agreement; **NPWA** means the *National Parks and Wildlife Act 1972* (SA); **NTA** means the *Native Title Act 1993* (Cth); **Parties** means, For the balance of the agreement other than clause 24. 1, (i) before the Determination takes effect, the Applicant, the Corporation and the Attorney-General for and on behalf of the State of South Australia; and (ii) after the Determination takes effect, the Corporation and the Attorney-General for and on behalf of the State of South Australia; and for the purposes of clause 24.1, the Corporation and the Attorney-General for and on behalf of the State of South Australia; **Public Work** 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 251D of the NTA; **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; **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

Parties to the agreement and their contact addresses:

The Attorney General for the State of South Australia (State)	c/- Crown Solicitor for the State of South Australia GPO Box 464, Adelaide SA 5001
Brenton Weetra, Pauline Branson, and Cynthia Weetra-Buzza for and on behalf of the registered native title claimant in the Nauo No 2 Native Title Claim (SAD 188/2016) (Nauo No 2 Native Title Claim); AND The Nauo Aboriginal Corporation ICN 9948 (Corporation)	c/- South Australian Native Title Services Limited Level 6, 27 Currie Street, Adelaide SA 5000

Objections to the registration of an ILUA where the application for registration has been certified:
This application for registration of an indigenous land use agreement (ILUA) has been certified by the South Australian Native Title Services Limited, the representative body for the area. Any person claiming to hold native title to any part of the area covered by the ILUA may object in writing within the notice period to the registration of this agreement if they think that the application to register the ILUA has not been properly certified. If you wish to object to the registration of this agreement (and you hold or claim to hold native title in any part of the area covered by the agreement) you may only object for one reason: in your view, the application to register the ILUA has not been properly certified, as stated in section 203BE(5)(a), (b) and (c) of the *Native Title Act 1993* (Cth). You must make this objection in writing and send it to the **Native Title Registrar, National Native Title Tribunal, PO Box 2528, St Georges Terrace Post Shop, Perth WA 6831 by 30 July 2025**. Generally, procedural fairness will require that the material you provide is given to certain other persons or organisations for comment. It may also be taken into account in the registration of other ILUAs and claimant applications and thus be provided to relevant persons or organisations for comment.

Details of the terms of the agreement are not available from the National Native Title Tribunal. For assistance and any further information about this application, including the description of the area, call Huia McGrath on 08 6317 5442 or visit www.nntt.gov.au.