



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	NI2022/002
<b>Short name</b>	Widjabul Wia-bal Goori naa Land Use Agreement ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	19/04/2023
<b>State/territory</b>	New South Wales
<b>Local government region</b>	Ballina Shire Council, Byron Shire Council, Kyogle Council, Lismore City Council, Richmond Valley Council, Tweed Shire Council

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## Description of the area covered by the agreement

### 4. LAND OR WATERS COVERED BY THIS AGREEMENT

4.1 The following Schedules of this Agreement apply, in relation to:

(a) the native title area:

- (i) Schedule C (Alternative future acts regime); and
- (ii) Schedule D (Exercising native title).

(b) the agreement area:

- (i) Schedule B (Engagement); and
- (ii) Schedule E (Cultural heritage); and
- (iii) Schedule G (Further monetary and non-monetary compensation).

Note 1: The native title area is the area identified in Schedule One of the approved determinations of native title. Part 1 (native title area) of Schedule A (areas and maps) should consolidate those Schedules. Schedule A (areas and maps) should be updated where further approved determinations of native title come into effect.

Note 3: A complete description and a map of the agreement area is provided in Part 2 (agreement area) of Schedule A (areas and maps).

**agreement area** comprises the application area and the non-determined part of the agreement area.

Note: The agreement area [comprises] the land and waters within the external boundary of the original native title determination application.

**approved determination of native title** means the recognition of Widjabul Wia-bal's native title by the Federal Court, as varied from time to time, in relation to:

- (a) the native title determination application (NSD 1213/2018); and / or
- (b) any native title determination application made on behalf of Widjabul Wia-bal in relation to the non-determined part of the agreement area.

Note: The approved determination of native title, amongst other things, describes the people who are Widjabul Wia-bal, the native title rights and interests recognised and the land and waters that [comprise] the native title area.

**native title** or **native title rights and interests** or **Widjabul Wia-bal's native title** means any native title rights and interests in respect of land or waters recognised in the approved determination of native title.

**native title area** has the same meaning as in the approved determinations of native title.

**non-determined part of the agreement area** means those parcels of land and waters identified in:

- (a) subclause 3.1 (Description of the non-determined part of the agreement area) of Part 2 (agreement area) of Schedule A (areas and maps) which were excluded from the original native title determination application on 22 June 2022; and
- (b) subclause 3.2 (Description of the non-determined part of the agreement area) of Part 2 (agreement area) of Schedule A (areas and maps) which were excluded from the amended native title determination application on 19 October 2022, being the area covered by the original agreement as to the operation of section 47C of the *Native Title Act 1993* (Cth).

**Widjabul Wia-bal** has the same meaning as in the approved determinations of native title.

[A copy of Schedule A, being a description and map of the agreement area, is 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 1,620 sq km extending north of Lillian Rock and Mount Nardi into Mebbin, Nightcap and Mount Jerusalem National Parks, east of Goonengerry and Alstonville to Montecollum and Possum Creek, south to Ruthven and Bagotville, and west of Bungabbee State Forest and Cawongla.]*

## Parties to agreement

### Applicant

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**Party name** Attorney General of NSW  
**Contact address** c/- NSW Crown Solicitor's Office  
GPO Box 25  
Sydney NSW 2001

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**Party name** Reginald King, Michael Ryan, Queenie Speeding, Ashley Moran, Jenny Smith and Lois Johnson as the Applicant in proceedings no. NSD1213 of 2018 and Reginald King, Michael Ryan, Queenie Speeding, Ashley Moran, Jenny Smith and Lois Johnson as persons claiming to hold native title in the non-claimed/undetermined part of the agreement area on behalf of Widjabul Wia-bal  
**Contact address** c/- NTSCORP Limited  
Level 1, 44-70 Rosehill St  
Redfern NSW 2016

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**Party name** Widjabul Wia-bal Gurrumbil Aboriginal Corporation (ICN 9856)  
**Contact address** c/- NTSCORP Limited  
Level 1, 44-70 Rosehill St  
Redfern NSW 2016

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### Other Parties

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**Party name** Chief Executive Officer of the Forestry Corporation of NSW  
Anshul Chaudhary, as the Chief Executive Officer of the Forestry Corporation of NSW, in his capacity as the person having responsibilities under the Forestry Act 2016 (NSW)  
**Contact address** PO Box 100  
Beecroft NSW 2119

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**Party name** Chief Executive Officer of the Local Land Service  
Steve Orr, as the Chief Executive Officer of the Local Land Service, in his capacity as the person having responsibilities under the Local Land Service Act 2013 (NSW)  
**Contact address** 13 Schofields Land  
Berry NSW 2535

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**Party name** Minister administering the Crown Land Management Act 2016 (NSW)  
Kevin Anderson, Minister for Lands and Water, in his capacity as the Minister administering the Crown Land Management Act 2016 (NSW)  
**Contact address** GPO Box 5341  
Sydney NSW 2001

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**Party name** Minister administering the Fisheries Management Act 1994 (NSW)  
Dugald Saunders, the Minister for Agriculture, in his capacity as the Minister administering the Fisheries Management Act 1994 (NSW)  
**Contact address** GPO Box 5341  
Sydney NSW 2001

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**Party name** Minister administering the Forestry Act 2012 (NSW)  
Dugald Saunders, the Minister for Agriculture, in his capacity as the  
Minister administering the Forestry Act 2012 (NSW)

**Contact address** GPO Box 5341  
Sydney NSW 2001

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**Party name** Minister administering the National Parks and Wildlife Act 1974 (NSW)  
James Griffin, the Minister for the Environment and Heritage, in his  
capacity as the Minister administering the National Parks and Wildlife Act  
1974 (NSW)

**Contact address** GPO Box 5341  
Sydney NSW 2001

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**Party name** Secretary of the Department of Planning and Environment  
Michael Cassell, as the Secretary of the Department of Planning and  
Environment, in his capacity as the person having responsibilities under  
Part 6 (Aboriginal objects and Aboriginal places) of the National Parks and  
Wildlife Act 1974 (NSW)

**Contact address** GPO Box 5341  
Sydney NSW 2001

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**Period in which the agreement will operate**

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**Start date** 11/11/2022

**End Date** not specified

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**2. COMMENCEMENT AND TERMINATION**

**Commencement**

2.1 The following clauses or subclauses of this Agreement commence on the execution date:

- (a) 1 (Preliminary);
- (b) 2 (Commencement and termination);
- (c) 3 (Authorisation and warranties);
- (d) 5.2 (Contractual effect);
- (e) 7 (Registration);
- (f) 11.2 to 11.7 (Amending this Agreement);
- (g) 14 (Confidentiality);
- (h) 15 (Resolving disputes);
- (i) 17 (General);
- (j) 18 (Dictionary); and
- (k) 19 (Interpretation).

2.2 The remainder of this Agreement commences on the date this Agreement is registered on the Register of Indigenous Land Use Agreements.

2.3 Schedule C (Alternative future acts regime) and Schedule D (Exercising native title) commence in relation to the land and waters covered by the agreement as to the operation of section 47C of the *Native Title Act 1993* (Cth) when the approved determination of native title for that area comes into effect.

2.5 If this Agreement is not registered on the Register of Indigenous Land Use Agreements within 36 months after the execution date or within a further period that is agreed in writing between the parties, this Agreement must be terminated and cease to have effect.

**Termination**

2.8 This Agreement terminates:

- (a) if it has not been registered as required by subclause 2.5;
- (b) if it is removed from the Register of Indigenous Land Use Agreements pursuant to section 199C of the *Native Title Act 1993* (Cth); or
- (c) if all parties agree in writing to release each other and every other party from their respective rights and obligations under this Agreement.

**execution date** means the date on which this Agreement is executed by all the parties, whether on the same document or on one or more counterparts.

**registered** means the entry of an Indigenous land use agreement, including this Agreement, by the Registrar on the Register of Indigenous Land Use Agreements established and maintained under Part 8A of the *Native Title Act 1993* (Cth).

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

## 5. APPLICATION OF THE NATIVE TITLE ACT 1993 (CTH)

### Validation

5.6 Sections 24EBA(1)(a)(i) and 24EBA(3) of the *Native Title Act 1993* (Cth), Regulation 7(5)(d) of the *Native Title (Indigenous Land Use Agreements) Regulations 1999* (Cth) and section 30 of the *Native Title (New South Wales) Act 1994* (NSW) apply to validate all future acts (other than intermediate period acts) attributable to the State that affected native title after 1 January 1994 and before the date this Agreement is registered on the Register of Indigenous Land Use Agreements.

### Public works

5.11 Section 24EBA(1)(a)(i) of the *Native Title Act 1993* (Cth), Regulation 7(5)(d) of the *Native Title (Indigenous Land Use Agreements) Regulations 1999* (Cth) and section 30 of the *Native Title (New South Wales) Act 1994* (NSW) apply to validate all public works attributable to the State that were constructed or established before the registration date (other than intermediate period acts), and such public works have extinguished native title in relation to:

- (a) the land or waters on which the public works were, or are, situated; and
- (b) adjacent land or waters, the use of which is or was necessary for, or incidental to, the construction, establishment or operation of the public works;

except those public works situated on the land or waters covered by the agreement as to the operation of section 47C of the *Native Title Act 1993* (Cth), when an approved determination of native title in relation to that area takes effect.

Note: The agreement as to the operation of section 47C of the *Native Title Act 1993* (Cth) provides that any extinguishment of native title by the construction or establishment of all public works in the national park estate is to be disregarded.

5.12 All public works that were constructed or established on land or waters in the native title area on and after the execution date and before this Agreement is registered are valid, to the extent they are constructed or established invalidly because of the existence of native title, provided that they are constructed or established in accordance with the procedures set out in this Agreement or in the *Native Title Act 1993* (Cth).

Note: Subclause 5.11 of this Agreement applies in relation to any disputes about public works.

**future act** has the meaning given by section 233 of the *Native Title Act 1993* (Cth), but does not include a future act done by the Commonwealth.

**Minister** means the Minister allocated, from time to time, with responsibility for the administration of a NSW Law under section 50B of the *Constitution Act 1902* (NSW).

**Minister administering the Crown Land Management Act 2016 (NSW)** means the relevant Minister from time to time as described in the *Allocation of the Administration of Acts* (NSW) whose portfolio includes the administration of the *Crown Land Management Act 2016* (NSW) and includes the State agency under the control of that Minister.

**Minister administering the Fisheries Management Act 1994 (NSW)** means the relevant Minister from time to time as described in the *Allocation of the Administration of Acts* (NSW) whose portfolio includes the administration of the *Fisheries Management Act 1994* (NSW) and includes the State agency under the control of that Minister.

**Minister administering the National Parks and Wildlife Act 1974 (NSW)** means the relevant Minister from time to time as described in the *Allocation of the Administration of Acts* (NSW) whose portfolio includes the administration of the *National Parks and Wildlife Act 1974* (NSW) and includes the State agency under the control of that Minister.

**National Parks and Wildlife Service** means the Service, as defined in section 6 of the *National Parks and Wildlife Act 1974* (NSW), and where applicable also includes the Minister administering the *National Parks and Wildlife Act 1974* (NSW) and the Secretary of the Department of Planning and Environment and any person, authority or entity acting on behalf of the Secretary of the Department of Planning and Environment or the National Parks and Wildlife Service whether as a delegate or otherwise including officers and employees of the State who carry out functions and duties pursuant to and in accordance with relevant NSW Law but does not include a Board of Management established under Part 4A of the *National Parks and Wildlife Act 1974* (NSW).

**NSW law** means any law in force in the State of New South Wales, and includes the common law, legislation, statutory rules, statutory instruments and environmental planning instruments.

**Secretary of the Department of Planning and Environment** is the chief executive of the National Parks and Wildlife Service, including being the person who has decision making functions under Part 6 (Aboriginal objects and Aboriginal places) of the *National Parks and Wildlife Act 1974* (NSW).

**Widjabul Wia-bal Gurrumbil Aboriginal Corporation RNTBC** means the registered native title body corporate identified in the approved determination of native title that holds Widjabul Wia-bal's native title in trust.

### Schedule C (Alternative future acts regime)

#### 9. FUTURE ACTS UNDER A RESERVATION

9.2 A future act under a reservation is a future act for the purposes of this clause if:

- (a) an act contained, made or conferred a reservation, proclamation, dedication, condition, permission or authority ("reservation") under which the whole or part of the native title area was to be used for a particular purpose ("earlier act");

- (b) the earlier act was valid;
- (c) the earlier act:
  - (i) was done by the Crown in right of the State before 1 July 2003; or
  - (ii) consisted of the making, amendment or repeal of legislation by New South Wales; and
- (d) the future act under a reservation is done in good faith under or in accordance with the reservation.

9.3 Paragraph 9.2(c) does not apply to the area covered by the agreement as to the operation of section 47C of the *Native Title Act 1993* (Cth) after the approved determination of native title for that area comes into effect.

Note 1: For the area covered by the agreement as to the operation of section 47C of the *Native Title Act 1993* (Cth) the earlier act done by the Crown in right of the State may be before or after 1 July 2003.

Note 2: Before the approved determination of native title comes into effect, native title has been extinguished in relation to the area covered by the agreement as to the operation of section 47C of the *Native Title Act 1993* (Cth).

## 21. CLASSES OF FUTURE ACTS WHICH REQUIRE CONSENT

21.1 For the purposes of section 24EB(1)(b) of the *Native Title Act 1993* (Cth), the following future acts or classes of future acts may be validated under this Part 3 (Future acts by consent), subject to conditions as specified in clause 23 (Conditions on consent to the future act):

- (a) transfer of land to Widjabul Wia-bal Gurrumbil Aboriginal Corporation RNTBC subject to the non-extinguishment principle;
- (b) appointment of a Crown land manager (including the appointment of Widjabul Wia-bal Gurrumbil Aboriginal Corporation RNTBC as a Crown land manager);
- (c) the addition or amendment of a reserve purpose;
- (d) the grant, renewal, transfer or extension of:
  - (i) a lease for a term of up to 20 years (including a lease with options up to a maximum of 20 years);
  - (ii) a lease with a principal term of up to 20 years, with an option for up to a further 20 years, on the condition that Widjabul Wia-bal Gurrumbil Aboriginal Corporation RNTBC needs to consent to the exercise of the option;
  - (iii) a licence for a term of up to 20 years (including licences for shorter terms with subsequent renewals or extensions out to a maximum term of 20 years);
  - (iv) a licence or permission at will, on the condition that if Widjabul Wia-bal Gurrumbil Aboriginal Corporation RNTBC revokes consent then the licence will be terminated within six months of revocation (or less time if that is a condition imposed by the RNTBC); or
  - (v) an easement that contains a sunset clause under which either:
    - (A) the easement will terminate after 20 years; or
    - (B) the easement will terminate within 18 months of Widjabul Wia-bal Gurrumbil Aboriginal Corporation RNTBC revoking consent (or less time if that is a condition imposed by the RNTBC when giving the original consent);
- (e) environmental and conservation agreements; and
- (f) excluded commercial activities that would have been a future act under a reservation if subclause 9.3 did not apply.

21.2 Where the terms in paragraph 21.1(d) refers to a lease or licence, this includes a lease or licence granted pursuant to the *Fisheries Management Act 1994* (NSW).

21.3 For the avoidance of doubt, nothing in this Part 3 (Future acts by consent) prevents the grant of an interest covered by subclause 21.1 to Widjabul Wia-bal Gurrumbil Aboriginal Corporation RNTBC.

## 23. CONDITIONS ON CONSENT TO THE FUTURE ACT

23.1 For the purposes of section 24EB(1)(b)(ii) of the *Native Title Act 1993* (Cth), the parties consent to the future acts listed in clause 21 (Classes of future acts which require consent) on the condition that:

- (a) the State agency provides Widjabul Wia-bal Gurrumbil Aboriginal Corporation RNTBC with notice in writing in relation to the proposed act and seeking the RNTBC's consent to the future act;
- (b) Widjabul Wia-bal Gurrumbil Aboriginal Corporation RNTBC provides notice in writing to the State agency that the RNTBC consents to the proposed future act, which may be given on conditions; or
- (c) where the proposed future act is a licence for a term and Widjabul Wia-bal Gurrumbil Aboriginal Corporation RNTBC provides its consent to a licence for a term, the duration of the consent of the RNTBC is to be for the duration of the term.

23.2 If the conditions are not acceptable (whether immediately or after engagement between the parties), the relevant party may:

- (a) choose to validate the future act:
  - (i) under Division 3 of Part 2 of the *Native Title Act 1993* (Cth); or
  - (ii) by registration of a further Indigenous land use agreement which Widjabul Wia-bal Gurrumbil Aboriginal Corporation RNTBC is a party; or
- (b) elect not to do the proposed future act.

**approved determinations of native title** means the recognition of Widjabul Wia-bal's native title by the Federal Court, as varied from time to time, in relation to:

- (a) the application; and / or
- (b) any native title determinations application on behalf of Widjabul Wia-bal in relation to the non-determined part of the agreement area.

Note: The approved determinations of native title, amongst other things, describes the people who are Widjabul Wia-bal, the native title recognised and the land and waters that [comprise] the native title area.

**charitable purpose** has the same meaning as the *Charities Act 2013* (Cth).

**community purpose** means any purpose which may benefit the community or a part of the community and includes:

- (a) religious purposes;
  - (b) educational purposes;
  - (c) charitable purposes; or
  - (d) sporting purposes;
- whose dominant purpose is non-commercial.

**Crown land** has the meaning given in Division 1.3 of the *Crown Land Management Act 2016* (NSW) and includes:

- (a) any land dedicated for a public purpose; or
- (b) any land dedicated as a State Forest under Division 1 of Part 3 of the *Forestry Act 2012* (NSW).

**dealing** means the grant of an interest.

**environmental and conservation agreements** includes any of the following:

- (a) a conservation agreement under the *National Parks and Wildlife Act 1974* (NSW);
- (b) agreements under Part 5 of the *Biodiversity Conservation Act 2016* (NSW), including biodiversity stewardship agreements and conservation agreements;
- (c) a wilderness protection agreement relating to land under the *Wilderness Act 1987* (NSW); and
- (d) carbon sequestration or carbon credits agreements.

**excluded commercial activity** means a dealing by a State agency where that agency receives income for the provision of goods or services or where rent is paid for the grant or creation of an interest in, or right in relation to, land which is not an included commercial activity.

**future act under a reservation** has the meaning given in subclause 9.2 of this Schedule.

**included commercial activity** means any of the following:

(a) a dealing where rent or fees:

- (i) are charged solely on a cost recovery basis; or
  - (ii) are less than \$1,000 per annum (adjusted over time to account for CPI);
- (b) a dealing which is granted or issued solely or primarily for:

(i) research purposes;

Example: collecting biological samples in accordance with a research licence issued under the *Biodiversity Conservation Act 2016* (NSW) or *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

(ii) environmental purposes;

Example: short term environmental rehabilitation activities.

(iii) community purposes; or

Example: licence to a football club for sporting event.

(iv) public health or public safety;

Example: removal of dangerous trees.

(c) a dealing for:

(i) apiary (beekeeping) purposes; or

(ii) charitable purposes where all the profits that results from the dealing go directly to benefit that purpose; or

(d) a dealing which is granted or issued to:

(i) Widjabul Wia-bal Gurrumbil Aboriginal Corporation RNTBC; or

(ii) a State or local government instrumentality or agency (including an emergency service organisation such as the Rural Fire Service or the State Emergency Service);

(e) any of the following:

(i) any fee or charges payable in accordance with Regulation 10B of the *National Parks and Wildlife Regulation 2019* (NSW) for entry into the national park estate;

(ii) a consent under the *National Parks and Wildlife Regulations 2019* (NSW) to:

(A) occupying a campsite or other accommodation; or

(B) hiring a hall or training room for a community purpose or social event; or

(iii) a licence to operate commercial tours granted by the National Parks and Wildlife Service;

Note: An example of such a licence is the grant of a Parks Eco-pass.

(iv) filming and photography licences granted by the National Parks and Wildlife Service which are under \$5,000 per annum (adjusted over time for CPI) and include an acknowledgement of Widjabul Wia-bal country;

(f) a lease of a stock watering place under Part 7 of the *Local Land Services Act 2013* (NSW);

(g) any dealing in relation to the section 47C agreement area; or

(h) any interest in land granted or conferred in relation to the area of Tweed Byron Hinterland Trail.

Note: Tweed Byron Hinterland Trail is contained within the National park estate. However, parts of the Tweed Byron Hinterland Trail may be found in Part 1.2 (the national park estate in the native title area). The remainder may be found in Part 1.6 (Land or waters to which section 47C of the *Native Title Act 1993* (Cth) applies) of the approved determination of native title.

**interest** includes any licence, permit, agreement or other authority granted by the State, but does not include the following:

(a) any rights or interests granted under the *Mining Act 1992* (NSW);

(b) any rights or interest granted under the *Petroleum (Onshore) Act 1991* (NSW);

(c) any other interest which confers a right to mine;

(d) a perpetual lease; or

(e) an estate in freehold.

**State agency** means relevantly:

- (a) the Minister administering the *Crown Land Management Act 2016* (NSW) with responsibility for Crown land through NSW Crown Lands; and
- (b) the Minister administering the *Fisheries Management Act 1994* (NSW) with responsibility for the fishery resource and marine vegetation, through NSW Fisheries;
- (c) Forestry Corporation of NSW in relation to Bungabbee State Forest before that land is transferred to Widjabul Wia-bal Gurrumbil Aboriginal Corporation RNTBC; or
- (d) the Minister administering the *National Parks and Wildlife Act 1974* (NSW) with responsibility for national park estate; and
- (e) North Coast Local Land Services in relation to local land services and State priorities for local land services within the agreement area.

**Attachments to the entry**

[NI2022\\_002 Description and map of the agreement area, Schedule A of the agreement.pdf](#)