



Extract from Register of Indigenous Land Use Agreements

NNTT number	SI2024/006
Short name	Nauo No 2 Native Title Settlement Indigenous Land Use Agreement
ILUA type	Area Agreement
Date registered	31/07/2025
State/territory	South Australia
Local government region	City of Port Lincoln, The DC of Lower Eyre Peninsula

Description of the area covered by the agreement

7. Agreement Area

7.1. The Agreement Area is:

(a) 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; and

(b) only for the purposes of clause 24 includes section 533 in the Hundred of Wangary, described at SCHEDULE 1 and shown on the map at SCHEDULE 2 but which in all other respects is contained within the Nauo No 1 and Nauo No 4 Settlement ILUA Agreement Area and is subject to the provisions of that agreement.

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.

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

Agreement means this ILUA (including the Schedules);

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;

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;

NTA means the *Native Title Act 1993* (Cth);

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

[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 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

Parties to agreement

Applicant

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

Other Parties

Party name Nauo No 2 (SAD188/2016) claimant
Contact address c/- South Australian Native Title Services Ltd
Level 6, 27 Currie Street
Adelaide SA 5000

Party name The Nauo Aboriginal Corporation ICN 9948
Contact address c/- South Australian Native Title Services Ltd
Level 6, 27 Currie Street
Adelaide SA 5000

Period in which the agreement will operate

Start date	11/09/2024
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.

4.3. This Agreement terminates if it is removed from the Register under section 199C of the NTA.

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) 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.

Applicant means the registered native title claimants in the Naou No 2 Native Title Claim;

Corporation means the Naou 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;

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;

Future Act has the meaning given to it in the NTA;

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

Naou 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;

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;

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

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;

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.

13.11. 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:

Parcel Identifier	Hundred	Crown Record Reference
D35926A11	FLINDERS	CR5910/82
D64387A101	FLINDERS	CR5919/926
D64387A102	FLINDERS	CR5919/927
D64387A103	FLINDERS	CR5919/928
D35926A2	SLEAFORD	CR5910/82
D35926A3	SLEAFORD	CR5910/82

(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 Naou No 1 and Naou 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 Nao 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 Nao 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.

26. Notifiable Acts

26.1. Notifiable Acts are the following acts done by the State on or in relation to Native Title Land, where those acts are also Future Acts:

- (a) ground disturbing activities (other than in the course of Mining) which cause significant disturbance to land or to the bed or subsoil underneath waters, (except where the proposed activities will be entirely contained within the location of existing works or infrastructure or where the works are carried out pursuant to a valid lease or licence);
- (b) approval under the *Pastoral Land Management and Conservation Act 1989* (SA) for the use of Pastoral Land for a purpose other than Pastoral Purposes;
- (c) the dedication of Native Title Land pursuant to the *Crown Land Management Act 2009* (SA); or the revocation and re-dedication of Native Title Land pursuant to that Act where this involves a change of the purpose for which the land is dedicated (except for a change of purpose that has no greater impact on Native Title);
- (d) the grant (other than a renewal, extension or re-grant) under the *Crown Land Management Act 2009* (SA) or any Act of a lease other than a lease of the type referred to in clause 19.1, licence, permit or authority over Native Title Land, excluding the grant of a lease, licence, permit or authority that permits activities only of the kind set out in clause 26.2;
- (e) the constitution of Native Title Land as a Reserve or part of a Reserve under the NPWA or a wilderness protection area or wilderness protection zone under the WPA;
- (f) a declaration under section 55 of the *Crown Land Management Act 2009* (SA) that provisions of the NPWA apply to Native Title Land as if that land were a Reserve constituted under that Act; and
- (g) any other category of acts or activities which the State and the Corporation agree in writing should be dealt with as Notifiable Acts.

26.2. The Parties agree that the following are not Notifiable Acts:

- (a) minor soil disturbance related to conservation research including pitfall traps and temporary trenches for small animals, soil samples and cores, and the collection of loose rocks;
- (b) the erection of signs (including interpretative signs);
- (c) the installation of traffic control bollards;
- (d) the maintenance and upgrade of existing public access routes;
- (e) activities on dedicated or reserved land that are consistent with the terms of the dedication or reservation and that do not involve activities of the kind described at clause 26.1(a);
- (f) the construction or placing on the land, or in the waters, of any structure or other thing that is not a fixture;
- (g) ground disturbing activities which do not cause a significant disturbance to land or to the bed or subsoil underneath waters, including without limitation;
- (i) activities contained within the location of existing works or infrastructure;
- (ii) installation of mooring or jetty posts;
- (iii) installation of pump and pipeline facilities;
- (iv) grading of the surface of land
- (h) acts which authorise the use (including exclusive use) of Native Title Land for a public event for a period of time not exceeding 72 hours; and
- (i) acts in relation to which a notice was given or other procedural rights afforded to the Native Title Holders by the State pursuant to the NTA prior to the Registration Date, if done after the expiry of the period for comment or

response set out in that notice.

[Clause 26.3 of the Agreement provides for the variation of the meaning of the term 'Notifiable Acts' by agreement of the Parties]

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

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;

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);

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;

Reserve means any land and waters within the Agreement Area that is constituted as a reserve pursuant to the NPWA or a wilderness protection area or wilderness protection zone under the WPA 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;

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

WPA means the *Wilderness Protection Act 1992* (SA).

Attachments to the entry

[SI2024_006 Schedule 1 - External Boundary of Agreement Area.pdf](#)

[SI2024_006 Schedule 2 - Map of Agreement Area - Part A.pdf](#)

[SI2024_006 Schedule 2 - Map of Agreement Area - Part B.pdf](#)

[SI2024_006 Descriptions of surrender parcels.pdf](#)

[SI2024_006 Maps of surrender parcels.pdf](#)