



Extract from Register of Indigenous Land Use Agreements

NNTT number	SI2014/012
Short name	Wangkangurru Yarluyandi Native Title Claim Settlement ILUA
ILUA type	Body Corporate
Date registered	13/01/2015
State/territory	South Australia
Local government region	Unincorporated Areas - SA

Description of the area covered by the agreement

The Agreement Area is the area described in SCHEDULE 1 and depicted in the map attached at SCHEDULE 2 to this Agreement.

[Schedules 1 and 2 are attachments to this Register Extract]

Parties to agreement

Applicant

Party name	The Attorney-General on behalf of the State of South Australia
Contact address	c/- Crown Solicitor's Office GPO Box 464 Adelaide South Australia 5001

Other Parties

Party name	Wangkangurru Yarluyandi Aboriginal Corporation
Contact address	c/- Camatta Lempens Level 1 345 King William Street Adelaide South Australia 5000

Period in which the agreement will operate

Start date	not specified
End date	not specified

4.1. Clauses 1 to 7 of this Agreement commence on the Execution Date and, subject to

clause 4.3, continue indefinitely.

4.2. The remainder of this Agreement commences on the Registration Date and continues indefinitely.

4.3. In the event that this Agreement is not registered on the Register within 24 months from the Execution Date, clauses 1 to 7 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 the provisions of clauses 11, 20, 21, 22, 25, 29, 31, 32, 34 and 35 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)

Part 4: Validation of Prior Future Acts

11. Future Acts done prior to Registration Date

11.1 The Parties agree to the validation of all Future Acts (if any) done invalidly by the State, or by any other person whose actions result in a liability for compensation by the State, within the Agreement Area before the Registration Date.

11.2. The validation under clause 11.1 specifically includes the construction or establishment of Public Works.

Part 5: Future Acts consented to under Agreement and Notifiable Acts

12. Application of Part 5

12.1. This Part does not apply to land to which Part 6 of the Registered Wangkangurru Yarluyandi Parks ILUA (or any amendment or replacement of that ILUA) applies.

12.2. This Part does not apply to:

- (a) any interests granted or renewed under the Mining Acts;
- (b) the compulsory acquisition of Native Title;
- (c) the grant or vesting in fee simple of an interest in Native Title Land;
- (d) the grant of a lease, licence or permit which confers a right of exclusive possession over Native Title Land.

13. Consent to Future Acts

13.1 For the purpose of section 24EB of the NTA the Parties consent, subject to the conditions set down in this clause, to the State approving and/or doing all Future Acts (other than those to which this Part does not apply) on or in relation to Native title Land within the Agreement Area after the Registration Date.

13.2. Where the Future Act is a Notifiable Act, the consent of the Wangkangurru Yarluyandi People to the State approving or doing that act or activity is conditional upon the State's compliance with the Notification Process set out at SCHEDULE 3 in relation to that act.

13.4. Where the Future Act is one which could be done if, instead of being Native Title Land the land was held as freehold, the Future Act is not a Notifiable Act and the consent of the Wangkangurru Yarluyandi 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 .

2. Definitions

Determination means the Consent Determination of the Federal Court of Australia made in

favour of the Wangkangurru Yarluyandi People in relation to the Wangkangurru Yarluyandi Native Title Claim on 3 October 2014 including any approved determination in place of the original;

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 ;

Mining Acts means the Mining Act 1971 (SA), the Opal Mining Act 1995 (SA) and the Petroleum and Geothermal Energy Act 2000 (SA);

Native Title Land means the land and waters over which native title is determined to exist in the Determination;

Wangkangurru Yarluyandi Native Title Claim means the native title determination application for and on behalf of the Wangkangurru Yarluyandi People in the matter of Arthur Ah Chee and Others v the State of South Australia and Others (SAD 6016/1998) as filed in the Federal Court of Australia;

Wangkangurru Yarluyandi Parks ILUA means the ILUA of that name entered into between the Corporation, the Attorney-General and the Minister for Sustainability, Environment and Conservation;

Attachments to the entry

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

[Schedule 2 Map of Agreement Area.pdf](#)