



Extract from Register of Indigenous Land Use Agreements

NNTT number	SI2016/003
Short name	Walka Wani Settlement ILUA
ILUA type	Body Corporate
Date registered	15/12/2016
State/territory	South Australia
Local government region	Unincorporated Areas - SA

Description of the area covered by the agreement

The Agreement Area is the entirety of the land and waters as described in Schedule 1 and depicted in the map at Schedule 2 included in the agreement.

[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 14701 sq km of land, located south of the Northern Territory/South Australian border, north of Oodnadatta Track and north east of Stuart Highway.]

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	Walka Wani Aboriginal Corporation
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

4.1 Clauses 1 to 7 of the 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.

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

11.1. For the purpose of section 24EBA of the NTA and section 32B of the NT(SA) Act [Native Title (South Australian) Act 1994], to the extent that any Public Works which have been constructed or established in the Determination Area before the Execution Date are invalid Future Acts, the Parties agree to their validity.

11.2. All Future Acts validated in accordance with this clause ('validated Future Acts') are valid and are taken always to have been valid.

11.3 The non-extinguishment principle as set out in section 238 of the NTA applies to all validated future acts.

13.1. For the purpose of section 24EB of the NTA the Corporation and the Eringa People consent, subject to the conditions set down in this clause, to the State approving and/or doing all Future Acts (except those referred to in clause 12.1) on or in relation to land within the Determination Area after the Registration Date.

[12.1. This Part does not apply to:

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

13.2. Where the Future Act consented to under this clause is a Notifiable Act, the consent of the Corporation and the Eringa People is conditional upon the State's compliance with the Notification Process set out at Schedule 3 in relation to that act.

13.3. Where the Future Act is one which could be done if the land was held as freehold, the Future Act is not a Notifiable Act and the consent of the Eringa 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.

16.1 Notifiable Acts means the following Future Acts done by the State on or in relation to the Determination Area:

- (a) earthworks (other than in the course of Mining) which may cause substantial disturbance to the land or to the bed or subsoil under waters (except where the proposed works 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 land within the Determination Area pursuant to the Crown Land Management Act 2009 (SA); or the revocation and re-dedication of land within the Determination Area pursuant to that Act where this involves a change of the purpose for which the land is dedicated (except for a change of purpose where the effect is that an existing building or buildings on the land are to be used for a different purpose);
- (d) the grant (other than a renewal) under the Crown Land Management Act 2009 (SA) or any other Act of a lease or licence (which does not confer a right of exclusive possession) over land within the Determination Area, excluding the grant of a lease or licence under the Mining Acts;
- (e) the constitution of land within the Determination Area as a Reserve under the National Parks and Wildlife Act 1972 (SA) or a Wilderness Protection Zone or Wilderness Protection Area

under the Wilderness Protection Act 1992 (SA);
(f) any other category of acts or activities which the Parties agree in writing should be dealt with as Notifiable Acts.

Attachments to the entry

[SI2016_003 Schedule 1 of the agreement - external boundary of the agreement area.pdf](#)

[SI2016_003 Schedule 2 of the agreement - Map of the agreement area.pdf](#)