



Extract from Register of Indigenous Land Use Agreements

NNTT number	SI2014/003
Short name	Far West Coast Native Title Settlement ILUA
ILUA type	Body Corporate
Date registered	22/04/2014
State/territory	South Australia
Local government region	District Council of Ceduna, Unincorporated Areas - SA

Description of the area covered by the agreement

5. The Agreement Area is the area covered by the Determination as described and shown on the map at SCHEDULE 1 to this Agreement.

"Area of Surrender" means those areas referred to in clauses 13.2 and 16.1 as depicted in SCHEDULE 10 to this agreement.

"Determination" means the Consent Determination of the Federal Court made in favour of the Far West Coast People in the matter of Kenneth Gordon Roberts v the State of South Australia (the Far West Coast Native Title Claim) on 5 December 2013.

[A copy of Schedules 1 and 10 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 75,665 sq km extending from the Western Australian border to approximately 111 km east of Ceduna and north to Ooldea.]

Parties to agreement

Applicant

Party name	Attorney-General for the State of South Australia
Contact address	c/- Crown Solicitor's Office GPO Box 464 ADELAIDE SA 5001

Other Parties

Party name Far West Coast Aboriginal Corporation (RNTBC) ICN 7985

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 this Agreement commence on the Execution Date [9 December 2013] 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 31, 32, 33, 36, 39, 40, 41, 42 and 43 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)

9.1 The Parties agree that the vesting of Adjacent Land in the Minister under section 15(1)(a) of the HNA is a valid, Category A intermediate period act the effect of which is, pursuant to section 36B of the Native Title (South Australia) Act 1994 (SA), to extinguish all native title in the land concerned.

9.2 The Parties agree in relation to the Agreement Area and for the purpose of section 24EBA of the NTA, to change the effects that are provided for by section 36B of the Native Title (South Australia) Act 1994 (SA) in relation to the vesting of Adjacent Land under section 15(1)(a) of the HNA in the Minister.

9.3 The Parties agree that the vesting of Adjacent Land in the Agreement Area under section 15(1)(a) of the HNA is valid, and the non-extinguishment principle applies.

13.1 To the extent that the grants listed in SCHEDULE 3 are invalid Future Acts, the Parties agree to their validation. [A copy of Schedule 3 is attached to this Register extract].

13.2 The Far West Coast People surrender to the State all of their native title rights and interests in the land listed at SCHEDULE 3.

13.3 The surrender of native title pursuant to this clause extinguishes the surrendered native title rights and interests.

14.1 For the purpose of section 24EB of the NTA, the Parties consent, subject to the condition set down in clause 14.2, to the State doing the acts or activities referred to in clauses 16, 17, 18, 19, 20 and 21 in the Agreement Area after the Registration Date.

14.3 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.

16.2 The surrender of native title pursuant to this clause extinguishes the surrendered native

title rights and interests, with the result that native title is wholly extinguished in Allotments 10 and 14 in DP28986 H620600 (Hundred of Caldwell).

17.1 The Parties agree to the following areas being proclaimed pursuant to the National Parks and Wildlife Act 1972 (SA) and Wilderness Protection Act 1992 (SA):

- (a) Section 40 H620600 (Hundred of Caldwell), which will be included into the Fowlers Bay Conservation Park;
- (b) Sections 48 and 49 H660200 (Hundred of Blacker) which will be included into the Laura Bay Conservation Park;
- (c) Allotment 10 in DP 31597 (Out of Hundreds Nullarbor) to be added to the Nullarbor Wilderness Protection Area; and
- (d) Allotment 23 in DP 89720 (Out of Hundreds Nullarbor) to be added to the Nullarbor Regional Reserve after which time the Nullarbor National Park will be abolished.

18.1 The Far West Coast People agree, subject to Council obtaining all necessary planning and development approvals, to the establishment or construction by or on behalf of the District Council of Ceduna, of a coastal walking trail from Thevenard to Shelly Beach as marked on the plans attached at SCHEDULE 6 to this Agreement, including the establishment of shade, bins and seating along the walking path.

19.1 In the event that the Minister administering the Crown Land Management Act 2009 (SA) agrees to grant to the Corporation a lease under that Act over section 52 in H660100 (Hundred of Bartlett), and to the extent that the grant of such lease is a Future Act, the Corporation and the Far West Coast People:

- (a) consent to the grant of the lease to the Corporation on such terms and conditions as are to be agreed between the State and the Corporation;
- (b) consent to the carrying out of all activities, including the grant of a sub-lease to the District Council of Ceduna and the maintenance and establishment of infrastructure on the land, as required or permitted by the terms of the lease; and
- (c) agree that the grant of the lease to the Corporation is not a Notifiable Act for the purpose of clause 26 of this Agreement.

20.1 In the event that the Minister administering the Crown Land Management Act 2009 (SA) agrees to the dedication of Allotments 101 and 102 in DP 71664 (formerly section 265 in the Hundred of Bonython) in accordance with the provisions of that Act for coastal conservation and walkway purposes, and to the placing of that dedicated land under the care, control and management of the District Council of Ceduna, the Corporation and the Far West Coast People consent to the dedication and to the carrying out of all activities on the dedicated area consistent with the dedication.

21.1 Subject to the conditions set out in this clause, the Far West Coast People and the other Parties consent to the doing by the State, or to any approval given by the State for the doing of, all Future Acts except those referred to in Part 8 of this Agreement [Part 8 is about Future Acts not consented to under this Agreement] after the Registration Date.

“Adjacent Land” has the meaning given to it in the HNA.

“HNA” means the Harbors and Navigation Act 1993 (SA).

Attachments to the entry

[Schedule for attaching to extract.pdf](#)