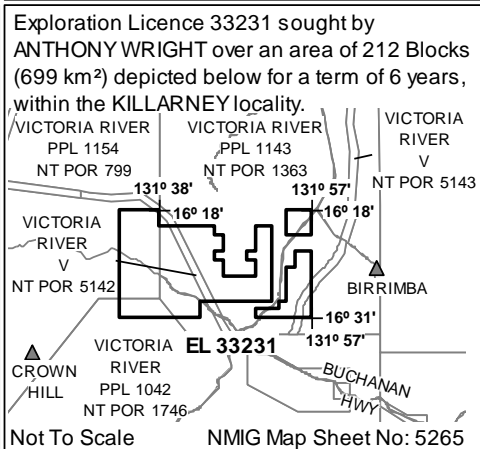
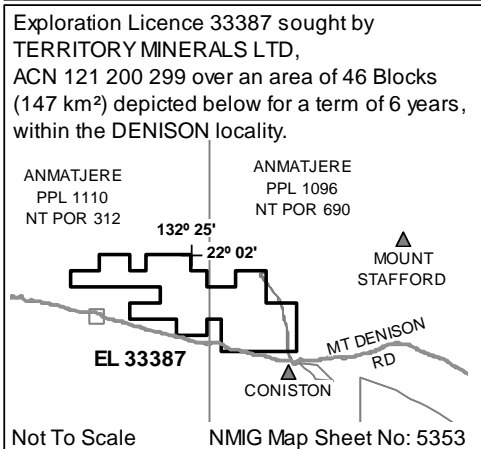
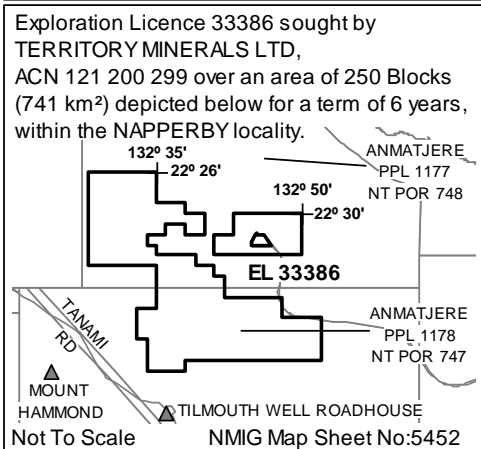
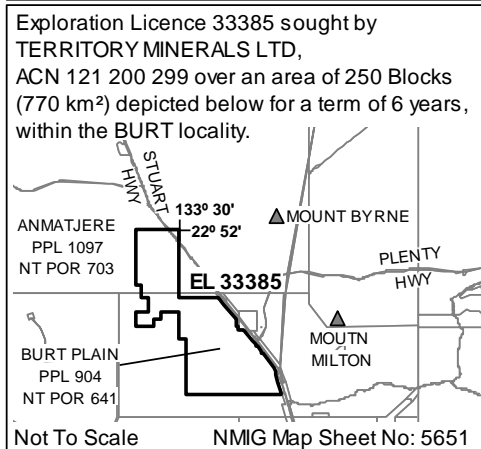
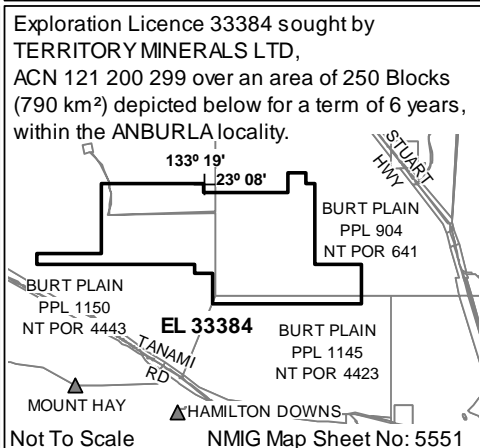
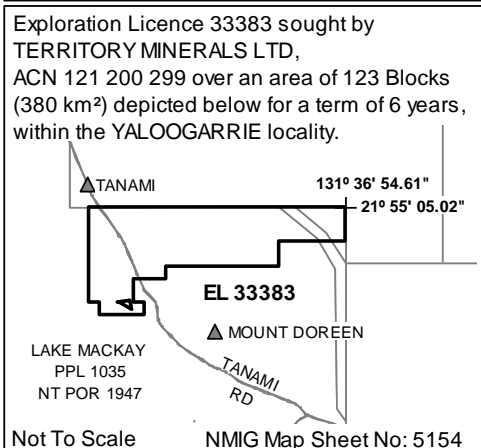
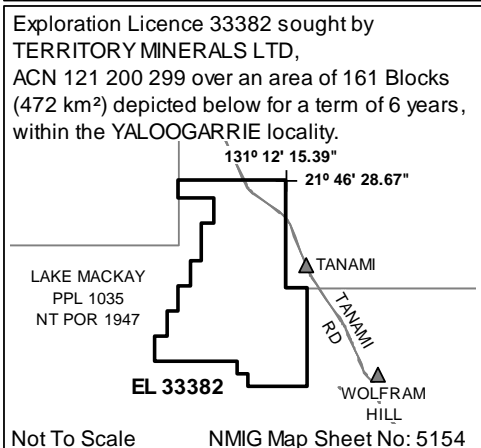
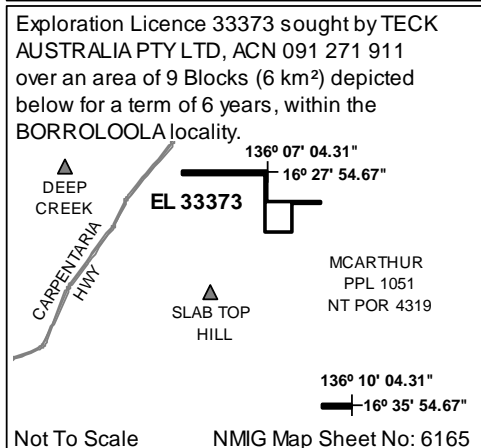
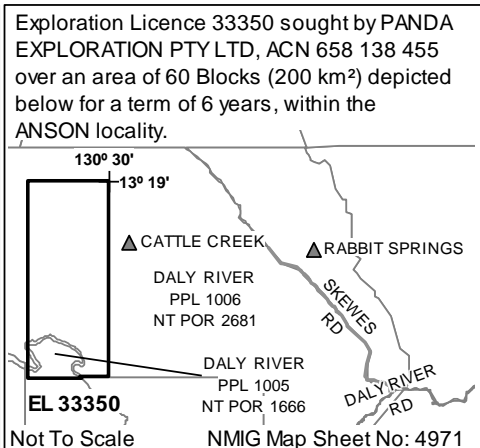
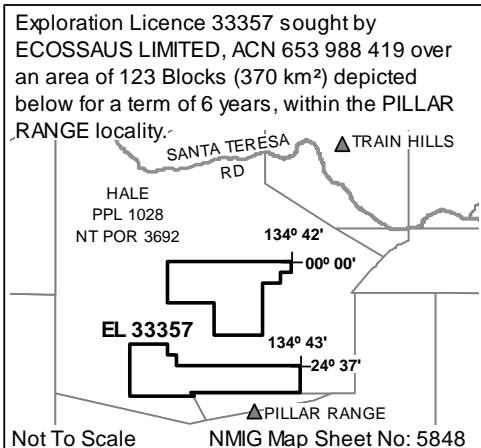
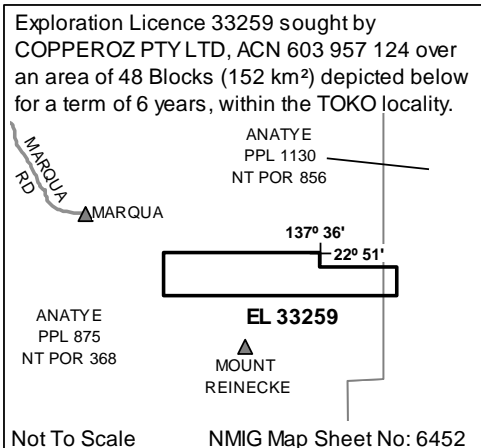
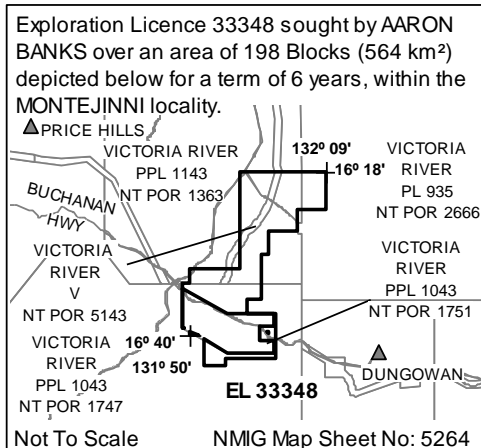


NOTICE OF PROPOSED GRANT OF EXPLORATION LICENCES

NATIVE TITLE ACT 1993 (CTH) SECTION 29

The Honourable Nicole Manison MLA, the Northern Territory Minister for Mining and Industry, C/- Department of Industry, Tourism and Trade, GPO Box 4550 DARWIN NT 0801, hereby gives notice in accordance with section 29 of the *Native Title Act 1993* (Commonwealth) of her intent to do an act, namely to grant the following exploration licence applications.

Applications to which this notice applies:



Nature of act(s): The grant of an exploration licence under the *Mineral Titles Act 2010* authorises the holder to conduct activities in connection with exploration for minerals for a term not exceeding 6 years and to seek renewal(s). The term for which it is intended to grant the mineral exploration licences referred to in this notice commences from the date of grant. Further information about the act may be obtained from the Department of Industry, Tourism and Trade, GPO Box 4550 Darwin NT 0801 or Centrepoint Building 48-50 Smith Street Darwin NT 0800, telephone (08) 8999 5322.

Native Title Parties: Any person who is, or becomes a "native title party" within the meaning of the *Native Title Act 1993* is entitled to the negotiation and/or procedural rights provided in Part 2, Division 3, Subdivision P of the *Native Title Act 1993*. Under section 30 of the *Native Title Act 1993*, persons have until 3 months after the notification day to take certain steps to become native title parties in relation to this notice. Enquiries concerning becoming a native title party should be directed to the National Native Title Tribunal, GPO Box 9973, Brisbane QLD 4001, or telephone (07) 3307 5000.

Expedited Procedure: The Northern Territory Government considers that the acts are acts attracting the expedited procedure as defined in section 237 of the *Native Title Act 1993*. The exploration licences referred to in this notice may be granted unless an objection is made by a native title party to the statement that the act is one which attracts the expedited procedure. Such an objection must be made to the National Native Title Tribunal within 4 months of the notification day.

Notification Day: 11 January 2023

Notice of an application to register an area agreement on the Register of Indigenous Land Use Agreements in New South Wales

Notification day: 18 January 2023



National Native Title Tribunal



NI2022/002 Widjabul Wia-bal Goori naa Land Use Agreement ILUA

Description of the agreement area:

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

Relevant LGAs: Kyogle Council, Lismore City Council, Richmond Valley Council, and Ballina, Byron and Tweed Shire Councils

The agreement contains the following statements:

[Explanatory notes in brackets inserted by the National Native Title Tribunal]

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.

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.

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).

Schedule C

[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, subject to conditions as specified in clause 23:

(a) transfer of land to Widjabul Wia-bal Gurrumbil Aboriginal Corporation RNTBC;

(b) appointment of a Crown land manager (including the appointment of Widjabul 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 reservation but the area is covered by the agreement as to the operation of section 47C after the approved determination of native title has come into effect].

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.

23.1 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 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.

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).

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.

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 for CPI);

(b) a dealing which is granted or issued solely or primarily for: (i) research purposes; (ii) environmental purposes; (iii) community purposes; or (iv) public health or public safety;

(c) a dealing for: (i) apirary (beekeeping) purposes; or (ii) charitable purposes where all the profits 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;

(e) any of the following: (i) any fee or charges payable for entry into the national park estate; (ii) a consent to: (A) occupy a campsite or other accommodation; or (B) hire 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; (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 acknowledgment of Widjabul Wia-bal country;

(f) a lease of a stock watering place;

(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].

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 interests 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.

[non-determined part of the agreement area means those parcels of land and waters which were excluded from the original native title determination application on 6 July 2022 and excluded from the amended native title determination application on 19 October 2022.]

[State agency means relevantly: (a) the Minister administering the *Crown Land Management Act 2016* (NSW); and (b) the Minister administering the *Fisheries Management Act 1994* (NSW);

(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); and (e) North Coast Local Land Services in relation to local land services].

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.

Parties to the agreement and their contact addresses:

Reginald King, Michael Ryan, Queenie Speeding, Ashley Moran, Jenny Smith and Lois Johnson as the Applicant in proceedings NSD1213/2018 and on behalf of the Widjabul Wia-bal; Widjabul Wia-bal Gurrumbil Aboriginal Corporation (ICN 9856)
c/- NTSCORP Limited, Level 1
44-70 Rosehill Street, Redfern NSW 2016

Attorney General of NSW; Minister administering the *Crown Land Management Act 2016* (NSW); Minister administering the *Fisheries Management Act 1994* (NSW); Minister administering the *Forestry Act 2012* (NSW); Minister administering the *National Parks and Wildlife Act 1972* (NSW); Secretary of the Department of Planning and Environment; Chief Executive Officer of the Forestry Corporation of NSW; Chief Executive Officer of the Local Land Service
c/- NSW Crown Solicitor's Office
GPO Box 25, Sydney NSW 2001

Objections to the registration of an ILUA where the application for registration has been certified:

This application for registration of an indigenous land use agreement (ILUA) has been certified by NTSCORP Limited, the representative body for the area. Any person claiming to hold native title to any part of the area covered by the ILUA may object in writing within the notice period to the registration of this agreement if they think that the application to register the ILUA has not been properly certified. If you wish to object to the registration of this agreement (and you hold or claim to hold native title in any part of the area covered by the agreement) you may only object for one reason: in your view, the application to register the ILUA has not been properly certified, as stated in section 203BE(5)(a), (b) and (c) of the *Native Title Act 1993* (Cth). You must make this objection in writing and send it to the **Native Title Registrar, National Native Title Tribunal, PO Box 12440 George Street Post Shop, Brisbane QLD 4003** by **18 April 2023**. Generally, procedural fairness will require that the material you provide is given to certain other persons or organisations for comment. It may also be taken into account in the registration of other ILUAs and claimant applications and thus be provided to relevant persons or organisations for comment.

Details of the terms of the agreement are not available from the National Native Title Tribunal.

For assistance and further information about this application, call Sylvia Jagtman on 07 3052 4248 or visit www.nntt.gov.au.