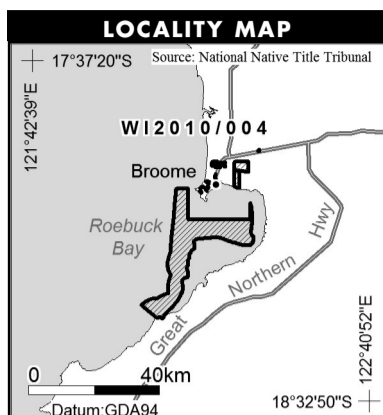


Notice of an application to register an area agreement on the Register of Indigenous Land Use Agreements



National
Native Title
Tribunal

State of Western Australia
Notification day: 5 May 2010



WI2010/004 Yawuru Area Agreement ILUA - Broome

Description of the agreement area: The area subject to this agreement comprises land and waters adjacent to the WAD6006/98 and WAD223/06 Rubibi determination areas, covering about 362km² of land and water, located in the vicinity of Broome as shown on the locality map.

The agreement falls within the Shire of Broome Local Government Authority area.

The parties to agreement and their contact addresses are:

State of Western Australia
Level 2 Governor Stirling Tower, 197 St Georges Terrace
PERTH WA 6000

Conservation Commission of Western Australia
Corner Australia II Drive and Hackett Drive
CRAWLEY WA 6009

Shire of Broome
PO Box 44
BROOME WA 6725

Pat Dodson, Frank Sebastian (Yawuru Native Title Group)
PO Box 425
BROOME WA 6725

Nyamba Buru Yawuru Ltd
PO Box 425
BROOME WA 6725

Minister for Lands, PO Box 1575
MIDLAND WA 6936

Conservation and Land Management Executive Body
Locked Bag 104, Bentley Delivery Centre
PERTH WA 6983

Kimberley Land Council Aboriginal Corporation
PO Box 2145
BROOME WA 6725

Marine Parks and Reserves Authority
Suite 3, Level 3, Queensgate Building, 10 William Street
FREMANTLE WA 6160

The agreement contains the following statements:

[Notes that some of the statements in the agreement are noted below in summary only. Where the statement has been summarised, it is in italics.]

4.1 Parties' consent

The Parties state as follows:
(a) the Parties consent to the acts described in clauses 6, 8, 9 and 10, with the intent that such statement of consent satisfies the requirement of section 24EB(1)(b) of the NTA; and
(b) for the avoidance of doubt and to the extent, if at all, that the following acts are not considered to be consented to in clause 4.1(a), the Parties consent to the doing of all things ancillary to the acts described in clauses 6, 8, 9 and 10 with the intent that such statement of consent satisfies the requirements of section 24EB(1)(b) of the NTA.

4.4 No Right to Negotiate (a) The Right to Negotiate Procedure does not apply to any of the acts referred to in this clause 4, with the intent that such statement satisfies the requirement of section 24EB(1)(c) of the NTA.
(b) For the avoidance of doubt, no other procedural requirements in Part 2 Division 3 of the NTA apply to the future acts described in this clause 4.

Clause 6: Transfer of unconditional freehold title by the State to Nyamba Buru Yawuru

This clause relates to

- the grant of a licence to Nyamba Buru Yawuru Ltd to allow for certain areas of Crown land to be prepared for development prior to the transfer of those areas to Nyamba Buru Yawuru;*
- the cancellation of reserve 37525 and then the transfer of the former reserve land to Nyamba Buru Yawuru in fee simple*
- the transfer in fee simple to Nyamba Buru Yawuru of areas of land on Chapple Street, Fairway Drive North and Wattle Downs.*

6.7 Extinguishment of native title

The Parties intend that upon transfer in fee simple to Nyamba Buru Yawuru [Ltd] of each parcel of land referred to in Schedule 4 in accordance with this clause 6, the native title rights and interests in it are surrendered and extinguished as of the date of transfer.

8. Neighbourhood 5A

8.1 Validation: To the extent that they may have been invalid, the Parties hereby validate the grant of 199 fee simple titles in the area known as Neighbourhood 5A (Neighbourhood 5A titles);

8.2 Extinguishment: Yawuru Native Title group acknowledge and agree that as of the date of grant of the Neighbourhood 5A titles, any native title rights and interests existing therein were surrendered to the State with the intention that they be extinguished.

9. Land Arrangements in favour of State

9.1 Surrender of native title

As of the Registration Date, the Yawuru Native Title Group surrender in favour of the State native title in the land described in Part 1 of Schedule 6 with the intention of the Parties that the native title rights and interests therein be extinguished.

9.3 Non-extinguishment of native title

As of the date the Minister for Lands creates reserves in respect of the land in column 1 of Part 2 of Schedule 6 (Column 1 land) for the purposes described in column 2 of Part 2 of Schedule 6, the care, control and management of which shall be placed with the Shire, the Yawuru Native Title Group consent to the suppression of native title in accordance with the Non-Extinguishment Principle in Column 1 land.

10. Conservation Estate

10.1 Incorporation into Conservation Estate

As soon as reasonably practicable after the Registration Date, the Parties shall incorporate the following areas into the Conservation Estate:

- marine park areas, as described in Part 1 of Schedule 7 (Marine Park Areas);
- townsite areas, as described in Part 2 of Schedule 7 (Townsite Areas); and
- out of town areas, as described in Part 3 of Schedule 7 (Out of Town Areas).

10.2 Future acts and Non-Extinguishment Principle

- The Parties consent to the doing of any future acts in relation to the management of the Conservation Estate, as contemplated by the Joint Management Agreement, including the construction or establishment of any public work.
- The Parties agree that the Non-Extinguishment Principle applies to all acts done under this clause 10.

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 the **Kimberley Land Council Aboriginal Corporation**, 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) and (b) of the *Native Title Act 1993* (Cwlth).

You must make this objection in writing and send it to the **Native Title Registrar, National Native Title Tribunal, GPO Box 9973, Perth by 5 August 2010.**

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.

Data statement: agreement area boundary compiled by the National Native Title Tribunal based on data sourced from Landgate (WA). Search and photocopy fees may apply. Details of the terms of the agreement are not available from the National Native Title Tribunal.

For assistance and further information about this application, contact Steve Edwards on freecall 1800 640 501 or visit www.nntt.gov.au

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