



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2006/002
Short name	Ngarla Pastoral ILUA
ILUA type	Body Corporate
Date registered	21/11/2007
State/territory	Western Australia
Local government region	Shire of East Pilbara, Town of Port Hedland

Description of the area covered by the agreement

The agreement area covers all the lands and waters subject to Pastoral Leases 3114/11428 (De Grey), 3114/446 (Pardoo), and 398/718 (Pardoo) which fall within the determination of native title for WAD6185/98 Ngarla (WC99/26) and WAD77/05 Ngarla 2 (WC05/2) (Determination Area A).

Parties to agreement

Applicant

Party name	Graham E Rogers and Judith A Rogers (Lessee of the Pardoo Pastoral Station)
Contact address	c/- Pardoo Beef Corporation Pty Ltd c/- Pasco Partners Level 2, 100 Havelock Street, West Perth WA 6005

Party name	John J Bettini, Ethel M Bettini, Anthony B Bettini, Mary E Bettini, Mark J Bettini, David F Bettini and Paul D Bettini (Lessees of the the De Grey Pastoral Station)
Contact address	c/- Cornerstone Legal Attn: Mr John Steenhof Level 2, Market City Cnr Bannister Rd and South St Canning Vale WA 6155

Other Parties

Party name	Wanparta Aboriginal Corporation
Contact address	Pilbara Native Title Service, 3 Brand St South Hedland WA 6722

Period in which the agreement will operate

Start date	not specified
End Date	not specified

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

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

Clause 4.2 Consent to the Doing of Future Acts - NTA subsection 24EB(1)

(a) For the purposes of subsection 24EB(1) of the NTA, the Parties consent to the doing of the Agreed Future Acts provided for in this agreement subject to its terms.

(b) The Parties consent to the doing of the following classes of agreed future acts:

- (i) the renewal, re-making or re-grant of the Pastoral Lease from time to time in accordance with and subject to the provisions of clause 12.1;
- (ii) the conversion of two areas of two square kilometres each of the Pastoral Leases to carry on any activity or a lease for any purpose and any terms in accordance with and subject to the provisions of clause 12.2;
- (iii) the grant of leases, licences and permits from time to time to conduct Low Impact Tourism activity in the Agreement Area in accordance with and subject to the provisions of clause 12.3;
- (iv) the diversification and intensification of pastoral related activities as specified in and in accordance with and subject to the provisions of clause 12.2;

[Paragraph (v) has not been included on the Register]

(vi) the granting to the Pastoral Lessee of permits for artesian bores in accordance with and subject to the provisions of clause 12.5.

(sub-clauses (i) to (iv) being "Agreed Future Acts").

(c) Nothing in clause b) is intended to or will fetter the exercise of any power, function or discretion of the State or its agents and instrumentalities pursuant to any Law other than a Native Title Law.

(d) The Parties intend that Subdivision P of Division 3, Part 2 of the NTA will not apply to any of the Agreed Future Acts.

(e) The Agreed Future Acts shall all be subject to the non-extinguishment principle as set out in clause 12.6.

Clause 12.1 Renewal of Pastoral Lease

(a) The Body Corporate agrees to the renewal, re-making or re-grant of the Pastoral Lease from time to time for any term, including a term longer than the existing term of the Pastoral Lease or the substitution or replacement of the Pastoral Lease with a different form of pastoral leasehold tenure made available to the Pastoralist in substitution for, or as an alternative to, the renewal of the Pastoral Lease, including any statutory lease or other form of leasehold tenure allowed under any Law for that pastoral purpose, such as rolling pastoral lease tenure where the terms of the lease is periodically renewed or 'topped up' to the original term subject to certain conditions being satisfied.

Clause 12.2 Tenure Upgrades

(a) Subject to the Body Corporate agreeing the exact location for the purpose, the Body Corporate consents to the grant to the Pastoral Lessee, or a person nominated by the Pastoral Lessee of two separate areas of not more than 2 square kilometres in size for the following specific purposes:

- (i) growing fodder, operating cattle yards, feedlots or depots; or
- (ii) conducting Low Impact Tourism; or
- (iii) conducting a horticulture businesses.

Clause 12.3 Grants of Low Impact Tourism Rights

(a) The Body Corporate consents to the grant to the Pastoral Lessee, or a person nominated by the Pastoral Lessee, of:-

- (i) leases, licences and permits authorising Low Impact Tourism and associated activity on the Pastoral Lease; and
- (ii) lease, licences and permits authorising the construction and operation of buildings, infrastructure and facilities associated with Low Impact Tourism,

within a 1 kilometre radius of the homestead, which, for the avoidance of doubt, shall be separate from, and in addition to, the two areas referred to in clause 12.2. of this Agreement.

For the purposes of this sub-clause, consent by the Body Corporate is limited to Low Impact Tourism activities.

Clause 12.5 Artesian Bores

Subject to the Body Corporate agreeing to the exact location, the Body Corporate consents to the granting to the Pastoral Lessee of any permit for the construction of artesian bores.

Clause 12.6 Non-extinguishment Principle to apply to Agreement Future Acts and Future Improvements

The non-extinguishment principle as defined in section 238 of the NTA will apply to each Agreed Future Act and each Future Improvement.

To this end, and without limiting the generality of the foregoing, the Pastoral Lessees will request and use their best endeavours to ensure that the appropriate document (the lease, licence, permit) authorising the Agreed Future Act expressly provides that the non-extinguishment principle applies.

[Clause 1.1 of the agreement contains the following definitions]

"Future Improvements" means any improvements that are to be constructed on or after the Commencement Date in accordance with the Pastoral Lease or any Agreed Future Act.

"Low Impact Tourism" means using specified land under the pastoral lease for pastoral-based tourism and may include activities such as station-stay accommodation, caravan park facilities which are situated within 500 meter radius of the homestead, and tours of the pastoral lease. Low Impact Tourism recognises principles of ecologically sustainable development and displays sensitivity to the area in which it operates.

"NTA" means the Native Title Act 1993 (Cth).

Attachments to the entry

Nil Attachments