



Extract from Register of Indigenous Land Use Agreements

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|--------------------------------|------------------------------|
| NNTT number | WI2006/004 |
| Short name | Eastern Guruma Pastoral ILUA |
| ILUA type | Body Corporate |
| Date registered | 21/11/2007 |
| State/territory | Western Australia |
| Local government region | Shire of Ashburton |

Description of the area covered by the agreement

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

"Agreement Area" means those parts of the area of the Determination as set out in Schedule B.

Schedule B:

DESCRIPTION OF THE EASTERN GURUMA AGREEMENT AREA

All those portions of the Pastoral Lease that are within the boundaries of the Determination Area as defined in the Determination and which are set out in the map of the Agreement Area in Schedule C to this Agreement and defined by the geographical co-ordinates below: [A copy of Schedule B (description) and Schedule C (map) which together contain the geographical co-ordinates of the agreement are attached to this register extract.]

[The determination referred to is the determination of native title for WAD6208/98 Eastern Guruma (WC99/26) made by Bennett J of the Federal Court on 1 March 2007 and entitled "Muntulgura Guruma (Part A)"]

"Pastoral Lease" means pastoral lease 3114/1228 being Coolawanyah Station and any extension or renewal of any such pastoral lease whether granted, extended or renewed as at the date of this Agreement or any time during the term of this Agreement, or any alternative pastoral lease tenure that is granted in substitution for a renewal of the Pastoral Lease as contemplated by clause 3.2(b)(i) of this Agreement, and includes any pastoral lease granted from time to time in relation to the area of the Stock Route and Reserves.

Parties to agreement

Applicant

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|------------------------|--|
| Party name | Coolawanyah Pastoral Co Pty Ltd |
| Contact address | C/- John Steenhof, Cornerstone Legal Level 2, Market City, Cnr Bannister Rd and South St Canning Vale WA 6155 |

Other Parties

| | |
|------------------------|---|
| Party name | Wintawari Guruma Aboriginal Corporation |
| Contact address | C/ - Corser and Corser Lawyers, Suite 1, 93 Colin St West Perth WA 6005 |

Period in which the agreement will operate

Start date not specified

End Date not specified

Clause 17.2 Duration

This Agreement will come to an end and the parties will be released from further compliance with its terms:

- a) when the Pastoral Lease comes to an end; or
- b) by the written mutual Agreement of all the parties, which ever happens first.

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

3.2 Consent to 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 set out in clause 3.2(b).

(b) The parties consent to the grant of, and the exercise of the rights and obligations created by the grant of, the following classes of future acts (the “Agreed Future Acts”):

(i) the renewal, re-making, re-grant or extension of the Pastoral Lease from time to time (including for a term that is longer than the current term) 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 tenure allowed under any Law for that purpose, such as rolling pastoral lease tenure where the term of the lease is periodically renewed or ‘topped up’ to the original term subject to certain conditions being satisfied;

(ii) the grant of freehold title, conditional tenure title, lease or any other type of alternative tenure in relation to the homestead area of the Pastoral Lease or any area within a 1 kilometre radius of the homestead;

(iii) the grant of any permit pursuant to Division 5 of Part 7 of the Land Administration Act 1997 (WA) in relation to the Agreement Area;

(iv) the approval of, or grant of, any permit, licence or authority for the construction of artesian bores, watering points or any improvements for pastoral purposes in the Agreement Area, including the approval of, or grant of, licences to draw water under the Rights in Water and Irrigation Act 1914 (WA); and

(v) the grant of any right, title, lease, permit, licence, authority or any other interest for the diversification or intensification of the use of land within the Agreement Area for pastoral-related purposes including agriculture, horticulture, silviculture, feedlot and cattle yard operations.

(c) Nothing in clause 3.2 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 not apply to any of the Agreed Future Acts.

(e) The parties intend that all rights to make comment on, or to be consulted in relation to, Agreed Future Acts pursuant to Division 3 of Part 2 of the NTA not apply to the Agreed Future Acts.

(f) The non-extinguishment principle will apply to each Agreed Future Act.

(g) The parties agree that:

(i) no provision of this Agreement is a condition to the consent to the Agreed Future Acts provided for in this clause 3; and

(ii) no breach of a provision of this Agreement by any Party will invalidate the consents to the Agreed Future Acts provided for in this clause 3.

Attachments to the entry

[WI2006_004_Schedule B - Description of Agreement Area.pdf](#)

[WI2006_004_Schedule C - Map 1 of Agreement Area.pdf](#)

[WI2006_004_Schedule C - Map 2 of Agreement Area.pdf](#)