



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2008/002
Short name	Blackstone Multi Function Police Facility BC ILUA
ILUA type	Body Corporate
Date registered	10/10/2008
State/territory	Western Australia
Local government region	Shire of Ngaanyatjarraku

Description of the area covered by the agreement

All the lands comprising Lots 69, 70, 71 and 126 as shown on 'Blackstone Lease Plan, Plan 10402-001', the external boundary of said lots commencing at 428516.273mE, 7124367.383mN and external easterly, southerly, generally westerly, northerly, westerly, again northerly and again easterly through the following coordinate positions:

EASTING NORTHING
428576.018 7124361.854
428570.740 7124304.825
428554.619 7124306.573
428512.278 7124317.304
428511.666 7124317.595
428512.882 7124330.737
428477.035 7124334.054
428479.155 7124356.957
428481.274 7124379.859
428483.394 7124402.761
428519.241 7124399.443
428517.121 7124376.541

and thence southerly back to the commencement point.

Datum: MGA94, Grid Coordinates (Easting, Northing Zone 52)
Prepared by: Native Title Spatial Services, Landgate, 21 May 2008
Note: Coordinates sourced from GHD Pty Ltd (Plan 10402 - 001)
Use of Co-ordinates:

Where co-ordinates are used within the description to represent cadastral or topographical boundaries or the intersection with such, they are used as a guide only. As an outcome of the custodians of cadastral and topographic data continuously recalculating the geographic position of their data base on improved survey and data maintenance procedures, it is not possible to accurately define such a position other than by detailed ground survey.

Parties to agreement

Applicant

Party name	The Minister for Works
Contact address	99 Plain Street East Perth WA 6004

Other Parties

Party name	Yarnangu Ngaanyatjarraku Parna (Aboriginal Corporation)
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Contact address

58 Head Street
Alice Springs NT 0871

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)

Clause 3 of the Agreement, under the heading "Consent to Future Act" states:

3.1 Consent

The PBC irrevocably consents to the doing of the following Future Acts:

- (a) the grant of the Sub-Lease;
- (b) the construction and operation of the Multi Function Police Facility and the GROH.

To avoid doubt, for the purpose of clause 3.1(b), "operation" includes the conduct of any activities related to the Multi Function Police Facility, the carrying out of repairs and maintenance, any modifications to the Multi Function Police Facility, and the construction, within the Agreement Area, of any facilities ancillary to the Multi Function Police Facility and the GROH.

3.4 Effect on Native Title

- (a) The Non Extinguishment Principle applies to the Future Act referred to in clause 3.1.
- (b) The Parties acknowledge that Part 2 Division 3 Subdivision P of the of the NTA does not apply to the Future Act referred to in clause 3.1.

Clause 1 Definitions and Interpretation**1.1 Definitions**

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

'Future Act' has the meaning given to that term under the NTA.

'Sub Lease' means the sub-lease by the NCLAC to the Minister of the land within the Agreement Area, substantially in the form set out in Schedule 2 (as varied by the parties to the sublease from time to time) of this Agreement.

'GROH' means the Government Regional Officers Housing associated with the Multi Function Police Facility, to be constructed and operated on Lots 69, 70 and 71 of the Agreement Area, in accordance with the Sub-Lease and shown on the plans attached to Schedule 1 to this Agreement.

'Multi Function Police Facility' means the facility to be to be constructed and operated on Lots 126 of the Agreement Area, in accordance with the Sub-Lease and shown on the technical description and plans attached to Schedule 1 to this Agreement.

'Agreement Area' means the land to be covered by the Sub-Lease attached as Schedule 2 to this Agreement, to facilitate the construction and operation of the Multi Function Police Facility and the GROH, as shown on the technical description and plans attached as Schedule 1 to this Agreement.

Attachments to the entry

Nil Attachments