



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2009/025
<b>Short name</b>	Thalanyji and Nyang (Emu Creek) Pastoral ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	07/01/2010
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Ashburton

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## Description of the area covered by the agreement

The agreement area covers all the lands and waters subject to that part of Pastoral Lease 3114/616 (Emu Creek) Crown Lease 302/1966 within the external boundary of the Determination Area as outlined in Schedule 1 of the Minute of Consent Determination of native title for WAD6113/98 Thalanyji People (WC99/45), being northeast of a line described as generally westerly and generally northwesterly passing through [a list of coordinate points is then provided, details of which are included as an attachment to the Register].

The Agreement Area excludes:

- i. Roads
- ii. Reserve 41365
- iii. Easement 3134B/108; and
- iv. All other areas identified as "Areas Where Native Title Does Not Exist" in the Second Schedule of the Minute of Consent Determination of Native Title for WAD6113 of 1998 Thalanyji.

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Matthew John Thomson and Elizabeth Anne MacLeay
<b>Contact address</b>	c/- Cornerstone Legal Level 2 Market City, Corner of Bannister and Ranford Roads Canning Vale WA 6155

### *Other Parties*

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<b>Party name</b>	Buurabalayji Thalanyji Aboriginal Corporation
<b>Contact address</b>	PO Box 55 Onslow WA 6710

## Period in which the agreement will operate

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<b>Start date</b>	not specified
<b>End Date</b>	not specified

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

4.2 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 future acts provided

for in this agreement subject to its terms.

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

- (i) the renewal, re-making, re-grant, substitution or replacement of the Pastoral Lease from time to time, (including for a term that is longer than the current term);
- (ii) the grant of a licence, permit or authorisation from time to time (including any amendment or renewal, re-making or re-granting of the Pastoral Lease) to conduct activities for agricultural purposes on the Pastoral Lease;
- (iii) the grant of leases, licences and permits from time to time to conduct Low Impact Tourism activity in the Agreement Area;
- (iv) the grant of Pastoral Leases or the extension of the existing Pastoral Lease from time to time in relation to all or part of the Stock Routes or Reserves, as set out in more detail in clause 12 of this agreement ("Agreed Future Acts").

(e) The parties intend that Subdivision P of Division 3, Part 2 of the NTA not apply to the Agreed Future Acts.

#### Clause 6 Reduction in the Agreement Area

(a) If the Pastoral Lease, or part of the Pastoral Lease, over any area of land or waters within the Agreement Area:  
(i) is surrendered or resumed, expires or is otherwise determined other than for the renewal, re-grant, extension of the term of the Pastoral Lease as permitted under the Land Administration Act 1997 (WA) and the NTA; or  
(ii) is transferred such that sections 47, 47A or 47B of the NTA could, in the absence of a determination of native title, be relied upon in relation to that part of the Agreement Area;  
then the Agreement Area must be reduced by the area of land and waters in the Agreement to which the Pastoral Lease no longer applies.

(b) If all of the Thalanyji People's native title rights and interests in relation to part of the Agreement Area are validly compulsorily acquired, then the Agreement Area must be reduced to the extent to which native title rights and interests have been compulsorily acquired.

#### Clause 12 Future Acts

##### 12.1 Renewal of Pastoral Lease

(a) The PBC 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 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 by the pastoralist.

(b) The Pastoralist agrees that the rights of Thalanyji People to have and exercise their native title rights and interests as defined in clause 8.1(a) may continue to be exercised in accordance with this agreement in respect of the Pastoral Lease as renewed, remade or regranted.

(c) The Pastoralist agrees that if the Pastoral Lease is renewed, remade or regranted, the Pastoralist will request that the Minister for Lands lodge a memorial with the Register of Title (under section 17(2) of the Land Administration Act 1997) on the certificate of Crown land title which corresponds with the relevant pastoral lease to inform any person who conducts a search of that Crown land title of the existence of this agreement.

##### 12.2 Tenure Upgrades

(a) The PBC consents to the grant to the Pastoralist, or a person nominated by the Pastoralists, of a licence, permit or authorisation (including any amendment or renewal, re-making or re-grant of the Pastoral Lease) to conduct activities for agricultural purposes on the Pastoral Lease.

(b) The interests to be granted in accordance with these sub-paragraphs may include a right to exclusive occupation and consequently the Thalanyji People may be excluded from those places, except that the Pastoralist agrees that members of the Thalanyji People will be treated no less favourably than members of the general public who wish to have access to those places.

##### 12.3 Grants of Low Impact Tourism Rights

(a) The PBC consents to the grant to the Pastoralist, or a person nominated by the Pastoralist, of:

- (i) leases, licences and permits authorising Low Impact Tourism and associated activity on the Pastoral Lease and further or alternatively any estate in fee simple or lease granted to the Pastoralist in accordance with sub-clause 13.2 hereof, subject to referral under the provisions of the NTA; and
- (ii) leases, licences and permits authorising the construction and operation of buildings, infrastructure and facilities associated with the Low Impact Tourism.

(b) The Thalanyji People will have the same rights to enter areas of the Pastoral Lease the subject of future acts described in this sub-paragraph as they have in relation to the Pastoral Lease under this agreement except:

- (i) to areas on which buildings and other structures are located and the areas immediately adjacent to them; and
  - (ii) to any areas reasonably necessary for the conduct of the Low Impact Tourism activities,
- and in any case members of the Thalanyji People will be treated no less favourably than members of the general public who wish to have access to those places.

- (c) The Pastoralist agrees to provide to the PBC notice of any Low Impact Tourism activities proposed to be conducted by the Pastoralist on the Pastoral Lease.
- (d) If the PBC is interested in pursuing opportunities for the Thalanyji People to participate in the Pastoralist's Low Impact Tourism activities by undertaking commercial activities that complement those Low Impact Tourism activities (such as by offering cultural tours or other services), then the PBC will notify the Pastoralist of its interest within 21 days of receiving the written notice referred to in sub-clause (c).
- (e) Subject to the PBC agreeing to enter into a confidentiality undertaking in a form satisfactory to the Pastoralist, the Pastoralist agrees to meet with the PBC to discuss any such interest or proposal. In conducting any such discussions, each party will act in good faith.
- (f) The Pastoralist will consider any reasonable opportunities identified by the PBC for the Thalanyji People to participate in the Pastoralist's Low Impact Tourism and associated activities on arm's length commercial terms.
- (g) The Pastoralist agrees to advise the PBC whether it agrees to any commercial proposal to participate in the Pastoralist's Low Impact Tourism activities and if the Pastoralist does not agree, the reasons why not.
- (h) Nothing in this agreement obliges the Pastoralist to accept any commercial proposal identified by the PBC.
- (i) The Pastoralist acknowledges that the Thalanyji People are the holders of knowledge with respect to sites of significance and will respect any dissemination of that knowledge by them.
- (j) The Pastoralist will not use any culturally sensitive information provided under this agreement (including knowledge with respect to sites of significance) for tourism purposes without the prior agreement of the PBC.

#### 12.4 Stock Routes and Reserves

- (a) The PBC acknowledges the Pastoralist's right to use Stock Routes and Reserves which are located on the Pastoral Lease.
- (b) The PBC agrees to:
  - (i) the Pastoralist continuing to use the area of the Stock Routes and Reserves for pastoral purposes; and
  - (ii) the grant of, or conversion into, pastoral lease tenure from time to time in respect of the area of the Stock Routes and Reserves.

#### **Attachments to the entry**

[WI2009\\_025\\_External\\_Boundary\\_Description.pdf](#)