



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2010/001
Short name	Burringurrah Multi Function Police Facility
ILUA type	Area Agreement
Date registered	29/06/2010
State/territory	Western Australia
Local government region	Shire of Upper Gascoyne

Description of the area covered by the agreement

The 'Agreement Area' is defined in clause 1.1. and means 'all the land and waters described and depicted in Schedule 1 as Part A, being the GROH and Part B, being the Multi Function Police Facility'. Clause 1.1 defines the terms GROH and Multi Function Police Facility. Schedule 1 contains a metes and bounds description of the Agreement Area in two parts, Part A and Part B.

A copy of Schedule 1 is attached to the Register.

The following general description of the agreement area has been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It does not replace, and is less precise than, the description of the agreement area contained in the various schedules to the agreement noted above. It is provided for information only and should not be considered part of the Register of ILUAs:

The agreement area covers about 0.5 hectares and is located approximately 180km north-east of Gascoyne Junction. The agreement falls within Reserve 39182, west of the Landor, Mount Augustus Road and also falls within the Local Government Authority of the Shire of Upper Gascoyne.

Parties to agreement

Applicant

Party name	State of Western Australia, Minister for Housing and Works
Contact address	c/- State Solicitor's Office Level 24, 28 Barrack Street PERTH WA 6000

Other Parties

Party name	Wajarri Yamatji Registered Native Title Claimants on their own behalf and on behalf of the Wajarri Yamatji Registered Native Title Claim Group
Contact address	c/- Yamatji Land and Sea Council 171 Marine Terrace Geraldton WA 6530

Period in which the agreement will operate

Start date	not specified
End Date	not specified

The agreement does not specify an operating period.

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

Clause 3 CONSENT TO FUTURE ACTS

3.1 Consent

The Claimants irrevocably consent 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 purposes of clause 3.1(b), "operation" includes the conduct of all such activities that can be reasonably related to the construction and operation, including repairs and maintenance, of the Multi Function Police Facility and the GROH.

3.2 Conditions

No conditions apply to the consent of the Claimants to the Future Acts referred to in clause 3.1, provided that the Sub-Lease is used only for the purpose of a Multi Function Police Facility and GROH.

3.4 Effect on Native Title

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

Clause 1.1 defines

- 'GROH' as meaning 'the Government Regional Officers Housing associated with the Multi Function Police Facility, to be constructed on Lots within the Agreement Area, in accordance with the Sub-Lease and as described as Part A in Schedule 1;
- 'Multi Function Police Facility' as meaning 'the facility to be constructed and operated in the Agreement Area in accordance with the Sub-Lease and described as Part B in Schedule 1'; and
- 'Sub-Lease' as meaning the sublease by the Burringurrah Community Aboriginal Corporation 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'.

Attachments to the entry

[WI2010_001 Schedule 1 External Boundary Descripton.pdf](#)

[WI2010_001 Schedule 1 Burringurrah Lease Plan 12187_001.pdf](#)

[WI2010_001 Schedule 1 Map of ILUA Area.pdf](#)