



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2010/002
<b>Short name</b>	Warburton Corrective Services Work Camp ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	20/04/2010
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Ngaanyatjarraku

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## Description of the area covered by the agreement

The area subject to this agreement is described in Clause 1.1 - Definitions as the "Agreement Area" and means "the land to e [sic] covered by the Sub-Lease attached as Schedule 2 to this Agreement, to facilitate the construction and operation of the Work Camp, as shown on the technical description and plans attached as Schedule 1 to this agreement".

Schedule 2 is entitled "Department of Corrective Services Work Camp, Warburton Sub-Lease"  
Schedule 1 contains a map, location plan and technical description for the agreement area.  
Schedule 1 documents are an attachment to this 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 21 hectares, located in the vicinity of Warburton. The agreement area falls within the Local Government Authority of the Shire of Ngaanyatjarraku.

## Parties to agreement

### *Applicant*

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<b>Party name</b>	State Of Western Australia, Minister for Corrective Services
<b>Contact address</b>	c/- State Solicitor's Office Level 24, 28 Barrack Street Perth WA 6000

### *Other Parties*

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<b>Party name</b>	Yarnangu Ngaanyatjarraku Parna (Aboriginal Corporation) as trustee for the Ngaanytjarra Lands Common Law Holders
<b>Contact address</b>	58 Head Street Alice Springs NT 0871

## 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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Clause 2.1 Agreement conditional upon Registration  
Except for clause 1, this clause 2 and clause 4, this Agreement shall have no force or effect unless and until it is Registered.

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

### Clause 3

#### 3.1 Consent

The Parties irrevocably consent to the doing of the following Future Acts:

(a) the grant of the Sub-Lease;

(b) the construction and operation of the Work Camp.

To avoid doubt, for the purposes of clause 3.1(b), "operation" includes the conduct of any activities related to the Work Camp, including amongst other things the carrying out of repairs and maintenance, any modifications to the Work Camp, and the construction, within the Agreement Area, of any facilities ancillary to the Work Camp.

#### 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 negotiation provisions] does not apply to the Future Acts referred to in clause 3.1.

#### Clause 1.1. defines

- 'Work Camp' to mean 'the facility to be constructed and operated in the Agreement Area in accordance with the Sub-Lease and shown on the technical description and plans attached as Schedule 1 to this Agreement'; and

- 'Sub-Lease' to mean 'the sub-lease by the NLCAC [Ngaanyatjarra Land Council (Aboriginal Corporation)] to the State 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

[WI2010-002 Schedule 1 - External Boundary Description.pdf](#)

[WI2010-002 Schedule 1 - Map of ILUA area.pdf](#)

[WI2010-002 Schedule 1 - Location plan.pdf](#)