



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2010/003
<b>Short name</b>	Yawuru Prescribed Body Corporate ILUA - Broome
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	24/05/2010
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Broome

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## Description of the area covered by the agreement

The agreement area is defined in clause 1 of the agreement as 'all of the areas together described in Schedules 5, 6, 7, 8 and 9, but excluding the Adjacent Areas'. Adjacent Areas are defined in clause 1 as the areas described in Schedule 9A to the agreement. Those schedules, including the maps of the agreement area, are attached to the register extract.

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 616 square kilometres of land and water within the vicinity of Broome and is over the WAD6006/98 and WAD223/06 Rubibi determination area. The agreement area falls within the Shire of Broome Local Government Authority area.

## Parties to agreement

### *Applicant*

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<b>Party name</b>	State of Western Australia
<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>	Conservation and Land Management Executive Body
<b>Contact address</b>	c/- State Solicitor's Office Level 24, 28 Barrack Street Perth WA 6000

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<b>Party name</b>	Conservation Commission of Western Australia
<b>Contact address</b>	c/- State Solicitor's Office Level 24, 28 Barrack Street Perth WA 6000

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<b>Party name</b>	Minister for Regional Development and Lands
<b>Contact address</b>	c/- State Solicitor's Office Level 24, 28 Barrack Street Perth WA 6000

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**Party name** Nyamba Buru Yawuru Ltd  
**Contact address** PO Box 425  
Broome WA 6725

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**Party name** Shire of Broome  
**Contact address** Shire of Broome  
PO Box 44  
Broome WA 6725

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**Party name** Yawuru Native Title Holders Aboriginal Corporation RNTBC  
**Contact address** PO Box 425  
Broome WA 6725

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**Period in which the agreement will operate**

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**Start date** 25/02/2010  
**End Date** not specified

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No operating period

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

**4.1 Parties' consent**

The Parties state as follows:

- (a) the Parties consent to the acts described in clauses 6, 9, 10 and 11 with the intent that such statement of consent satisfies the requirement of section 24EB(1)(b) of the NTA: and  
(b) for the avoidance of doubt and to the extent, if at all, that the following acts are not considered to be consented to in clause 4.1(a), the Parties consent to the doing of all things ancillary to the acts described in clauses 6, 9, 10 and 11 with the intent that such statement of consent satisfies the requirement of section 24EB(1)(b) of the NTA.

**4.4 No Right to Negotiate**

- (a) The Right to Negotiate Procedure does not apply to any of the acts referred to in this clause 4, with the intent that such statement satisfies the requirement of section 24EB(1)(c) of the NTA.  
(b) For the avoidance of doubt, no other procedural requirements in Part 2 Division 3 of the NTA apply to the future acts described in this clause 4.

**6 Transfer of unconditional freehold title by State to Nyamba Buru Yawuru**

**6.1 Grant of licence by State**

The Minister for Lands:

- (a) shall when requested by Nyamba Buru Yawuru grant Nyamba Buru Yawuru a licence under section 91 of the LA Act (Licence) for a term to be decided by the parties thereto at the time to enter onto Crown land parcels referred to in this clause 6 for the purpose of doing all things necessary for or incidental to preparing them for development; and

- (b) consents to Nyamba Buru Yawuru engaging a third party to undertake activities permitted under the Licence on behalf of Nyamba Buru Yawuru.

**6.2 Transfer by State of Part 1 of Schedule 5 land**

The Minister for Lands shall transfer to Nyamba Buru Yawuru title in fee simple under s74 of the LA Act to each parcel of land described in Part 1 of Schedule 5, in the manner set out in clause 7, within 60 days of receipt of a written request from Nyamba Buru Yawuru, which request may not be made prior to the Registration Date.

**6.3 Creation of Crown land titles**

The Minister for Lands shall create Crown land titles within 12 months of the Registration Date for the land described in Part 2, Part 3 and Part 5 of Schedule 5.

**6.4 Transfer of Part 2, Part 3 and Part 5 of Schedule 5 land**

The Minister for Lands shall transfer title in fee simple under s74 of the LA Act to each parcel of land described in Part 2, Part 3 and Part 5 of Schedule 5, in the manner set out in clause 7, within 60 days of receiving a written request from Nyamba Buru Yawuru, which request may not be made sooner than 12 months after the Registration Date.

**6.5 Transfer of Part 4 of Schedule 5 land**

- (a) The land described in Part 4 of Schedule 5 shall be transferred to Nyamba Buru Yawuru under section 74 of the LA Act unless:  
(i) Nyamba Buru Yawuru demonstrates to the State that re-zoning will not be achievable and requests a transfer under section 75 of the LA Act of any of those parcels of land; and  
(ii) the State agrees in writing.

(b) Where a parcel of Part 4 of Schedule 5 land is to be transferred under section 75 of the LA Act, the condition to which the title will be made subject shall be for the use and benefit of Aboriginal persons.

#### 6.9 Extinguishment of native title

The Parties intend that upon transfer in fee simple to Nyamba Buru Yawuru of each parcel of land referred to in Schedule 5 in accordance with this clause 6, the native title rights and interests in it are surrendered and extinguished as of the date of transfer.

#### 9. Leases

##### 9.1 Port Land Lease

(a) Yawuru RNTBC consents to the suppression of native title rights and interests over the 70 hectare parcel of Crown land described in Part 1 of Schedule 7 (Port Land), and the Minister for Lands shall within 2 years of the Registration Date grant a lease of 54 hectares thereof under section 79 of the LA Act for a term of 99 years to Nyamba Buru Yawuru at an annual rental of \$1.00 (Port Land Lease).

(b) The Minister for Lands shall grant to Nyamba Buru Yawuru 4 hectares of the Port Land in fee simple under section 75 of the LA Act within 2 years of the Registration Date.

(c) Upon grant of the Port Land Lease, Nyamba Buru Yawuru shall concurrently grant a sublease of a 50 hectare portion thereof to Broome Regional Port Authority (BRPA) to be agreed by the parties at the time for a term of 99 years less one day at a rental agreed between Nyamba Buru Yawuru and the BRPA, and the Minister for Lands shall consent to such sublease and any subleases by BRPA.

(d) The 12 hectare balance of the Port Land (Port Land balance) remains unallocated Crown land, and once the excisions from the Port Land referred to in this clause 9 have been effected, the native title rights and interests in the Port Land balance will again have full effect.

##### 9.2 Thangoo perpetual lease areas

Within 12 months of the Registration Date, the Minister for Lands shall grant to Yawuru RNTBC, an approved body corporate under section 83(1) of the LA Act, a perpetual lease under section 83 of the LA Act (Perpetual Lease) of one 5 hectare parcel and one 8 hectare parcel of land described in Part 2 of Schedule 7 (Thangoo Land) for the purpose of Aboriginal use and enjoyment.

##### 9.5 Non-extinguishment of native title

(a) The Parties consent to the doing of any future acts in relation to any of the land or interests in land to be granted under this clause 9 (excluding the Port Land balance) including any improvements, construction or establishment of any works including public works.

(b) The Parties agree that the Non-Extinguishment Principle applies to all acts done under this clause 9.

#### Clause 10 Land Arrangements in Favour of the State

##### Clause 10.1 Surrender of native title

As of the Registration Date, Yawuru RNTBC surrenders in favour of the State native title in the land described in Part 1 of Schedule 8 with the intention by the Parties that the native title rights and interests therein be extinguished.

##### 10.2 Airport site

The State acknowledges that it is the State's intention to use the land described in Part 1 of Schedule 8 as an airport site.

##### 10.3 Non-extinguishment of native title

As of the date the Minister for Lands creates reserves in respect of the land described in column 1 of Part 2 of Schedule 8 (Column 1 land) for the purposes described in column 2 of Part 2 of Schedule 8, the care, control and management of which shall be placed with the Shire, Yawuru RNTBC consents to the suppression of native title in accordance with the Non-Extinguishment Principle in the Column 1 land.

##### 10.4 Reserve 15019

(a) Yawuru RNTBC acknowledges and agrees that native title is suppressed over part of Reserve 15019 as shown in the map which appears at Part 3 of Schedule 8.

(b) The State agrees that Yawuru RNTBC and the Yawuru Community will have access to that area pursuant to a protocol entered into with the police.

#### 11 Conservation Estate

##### 11.1 Creation of Conservation Estate

As soon as reasonably practicable after the Registration Date, the Parties shall create the Conservation Estate comprising the following areas:

(a) freehold areas, as described in Part 1 of Schedule 9 (Freehold Areas);

(b) Roebuck Bay intertidal areas and Cable Beach intertidal areas, as described in Part 2 of Schedule 9 (Intertidal Areas); and

(c) townsite areas, as described in Part 3 (a) and (b) of Schedule 9 (Townsite Areas).

##### 11.2 Future Acts and Non-Extinguishment Principle

(a) The Parties consent to the doing of any future acts in relation to the management of the Conservation Estate, as contemplated by the Joint Management Agreement and consistent with the terms of the lease, including creation of any improvements or the construction or establishment of any public work.

(b) The Parties agree that the Non-Extinguishment Principle applies to all acts done under this clause 11.

### 11.3 Freehold Areas tenure and management

(a) The Parties agree that from the Registration Date until the earlier of:

- (i) the CALM Act being amended to allow for joint management of private land (CALM Act amendment); or
- (ii) the 4th anniversary of the Registration date,

the Freehold Areas will be reserved under Section 41 of the LA Act (Freehold Areas Reserve) for the purposes of conservation, recreation and traditional and customary Aboriginal use and enjoyment and an order will be made placing the care, control and management of the Freehold Areas Reserve with Yawuru RNTBC and the Conservation Commission jointly in accordance with a cultural management plan and a management plan prepared under Part V of the CALM Act and the Joint Management Agreement.

(b) If the CALM Act amendment is legislated within four years of the Registration Date:

- (i) the Freehold Areas Reserve shall be cancelled;
- (ii) the State shall transfer to Yawuru RNTBC the Freehold Areas in fee simple under Section 75 of the LA Act on the condition that Yawuru RNTBC use and manage the Freehold Areas for the purpose of conservation, recreation and traditional and customary Aboriginal use and enjoyment and for the purpose of practising, sustaining and maintaining native title rights and interests;
- (iii) Yawuru RNTBC shall promptly grant a lease to the State for a term of 99 years at a rental of \$1.00 of the Freehold Areas (Lease) save those sections of the Freehold Areas identified by Yawuru RNTBC as law grounds, which sections shall be surrounded by restricted access areas and managed in accordance with an appropriate cultural management plan prepared by Yawuru RNTBC; and
- (iv) the Joint Management Agreement remains on foot and is deemed to be an agreement between Yawuru RNTBC and the Executive Body for the purposes of the relevant provision of the CALM Act.

(c) Yawuru RNTBC may terminate the Lease if the State ceases to provide an agreed minimum level of funding for the duration of the Lease, which annual amount shall not exceed the annual amount committed by the State for management of the Conservation Estate under this Agreement in respect of the 5 year period from the Registration Date.

(d) Funding requirements for ongoing joint management operations shall be reviewed upon preparation of each new management plan.

(e) If the CALM Act amendment is not legislated within 4 years of the Registration Date and Yawuru RNTBC and the State have not agreed otherwise, then:

- (i) the Freehold Areas Reserve shall be cancelled;
- (ii) the State shall transfer to Yawuru RNTBC the Freehold Areas in fee simple under section 75 of the LA Act; and
- (iii) Yawuru RNTBC shall enter into an agreement with the Executive Body for the provision of services under Section 33(1)(f) of the CALM Act for a period of one year and any extension agreed, and Yawuru RNTBC shall unilaterally develop and implement a management plan for the Freehold Areas.

(f) The Minister for Lands shall ensure access is available to the Freehold Areas by the creation as soon as reasonably practicable of reserves over existing pastoral lease roads.

(g) The Minister for Lands shall rescind the grazing licences described in Part 4 of Schedule 9 as soon as reasonably practicable after receiving a written request from the party or parties responsible for management of the Freehold Areas, but in any event no later than 6 months after the receipt of a request thereof.

### 11.4 Intertidal Areas tenure and management

(a) The Minister for Lands shall reserve the Intertidal Areas under Section 41 of the LA Act and classify them as Class A reserves for the purposes of conservation, recreation and traditional customary Aboriginal use and enjoyment under Section 42 of the LA Act.

(b) The Minister for Lands shall place the Roebuck Bay intertidal areas for care, control and management jointly with the Yawuru RNTBC and the Conservation Commission prior to the CALM Act amendment.

(c) Subsequent to the CALM Act amendment, the Minister for Lands shall place the Roebuck Bay intertidal areas for care, control and management with Yawuru RNTBC, and the Roebuck Bay intertidal areas shall be jointly managed by Yawuru RNTBC and the Executive Body.

(d) Unless the Parties otherwise agree, in the event the CALM Act is not amended within 4 years, the management order will be revoked with respect to the Roebuck Bay intertidal areas and placed with Yawuru RNTBC alone and Yawuru RNTBC shall enter into an agreement for services under Section 33(1)(f) of the CALM Act for a period of one year.

(e) The Minister for Lands shall place the Cable Beach intertidal areas for care, control and management jointly with Yawuru RNTBC, the Conservation Commission and the Shire.

(f) Joint management of the Intertidal Areas shall be pursuant to a cultural management plan and a management plan prepared under Part V of the CALM Act and in accordance with the Joint Management Agreement.

### 11.5 Townsite Areas tenure and management

(a) The Minister for Lands shall reserve those Townsite Areas identified in Part 3(a) of Schedule 9 under Section 41 of the LA Act for the purposes of conservation, recreation and traditional and customary Aboriginal use and enjoyment and classify those reserves as Class A reserves under Section 42 of the LA Act.

(b) The Minister for Lands shall cancel those Townsite Area reserves identified in Part 3(b) of Schedule 9, create a reserve of the land comprised therein under Section 41 of the LA Act, and classify that reserve as a Class A reserve under Section 42 of the LA Act.

(c) The Minister for Lands shall reserve that Townsite Area identified in Part 3(c) of Schedule 9 and create a reserve of the land comprised therein under Section 41 of the LA Act for the purposes of conservation, recreation and traditional and customary Aboriginal use and enjoyment.

(d) The Minister for Lands shall place the care, control and management of the Townsite Areas jointly with Yawuru RNTBC and the Shire with assistance to be provided by the Executive Body pursuant to the Assistance Agreement.

(e) Joint management of the Townsite Areas shall be pursuant to a cultural management plan and a management plan prepared under Section 49 of the LA Act and in accordance with the Joint Management Agreement.

## Attachments to the entry

[WI2010\\_003 - Map 1 Schedule 5 part 1.pdf](#)  
[WI2010\\_003 - Map 2 Schedule 5 part 1.pdf](#)  
[WI2010\\_003 - Map 3 Schedule 5 part 1.pdf](#)  
[WI2010\\_003 - Map 4 Schedule 5 part 2.pdf](#)  
[WI2010\\_003 - Map 5 Schedule 5 part 2.pdf](#)  
[WI2010\\_003 - Map 6 Schedule 5 part 2.pdf](#)  
[WI2010\\_003 - Map 7 Schedule 5 part 2.pdf](#)  
[WI2010\\_003 - Map 8 Schedule 5 part 2.pdf](#)  
[WI2010\\_003 - Map 9 Schedule 5 part 2.pdf](#)  
[WI2010\\_003 - Map 10 Schedule 5 part 2.pdf](#)  
[WI2010\\_003 - Map 11 Schedule 5 part 3.pdf](#)  
[WI2010\\_003 - Map 12 Schedule 5 part 3.pdf](#)  
[WI2010\\_003 - Map 13 Schedule 5 part 4.pdf](#)  
[WI2010\\_003 - Map 14 Schedule 5 part 4.pdf](#)  
[WI2010\\_003 - Map 15 Schedule 5 part 4.pdf](#)  
[WI2010\\_003 - Map 16 Schedule 5 part 4.pdf](#)  
[WI2010\\_003 - Map 17 Schedule 5 part 4.pdf](#)  
[WI2010\\_003 - Map 18 Schedule 5 part 5.pdf](#)  
[WI2010\\_003 - Map 19 Schedule 5 part 5.pdf](#)  
[WI2010\\_003 - Map 20 Schedule 6.pdf](#)  
[WI2010\\_003 - Map 21 Schedule 6.pdf](#)  
[WI2010\\_003 - Map 22 Schedule 7 part 1.pdf](#)  
[WI2010\\_003 - Map 23 Schedule 7 part 2.pdf](#)  
[WI2010\\_003 - Map 24 Schedule 7 part 2.pdf](#)  
[WI2010\\_003 - Map 25 Schedule 8 part 1.pdf](#)  
[WI2010\\_003 - Map 26 Schedule 8 part 1.pdf](#)  
[WI2010\\_003 - Map 27 Schedule 8 part 1.pdf](#)  
[WI2010\\_003 - Map 28 Schedule 8 part 1.pdf](#)  
[WI2010\\_003 - Map 29 Schedule 8 part 1.pdf](#)  
[WI2010\\_003 - Map 30 Schedule 8 part 2.pdf](#)  
[WI2010\\_003 - Map 31 Schedule 8 part 2.pdf](#)  
[WI2010\\_003 - Map 32 Schedule 8 part 2.pdf](#)  
[WI2010\\_003 - Map 33 Schedule 8 part 2 -enlargement.pdf](#)  
[WI2010\\_003 - Map 33 Schedule 8 part 2.pdf](#)  
[WI2010\\_003 - Map 34 Schedule 8 part 3.pdf](#)  
[WI2010\\_003 - Map 35 Schedule 9 Part 5.pdf](#)  
[WI2010\\_003 - Schedule 9 Part 1 - 2015 excision areas map.pdf](#)  
[WI2010\\_003 - Schedule 9 Part 1 - area 16 map.pdf](#)  
[WI2010\\_003 - Schedule 9 Part 1 - area 17 map.pdf](#)  
[WI2010\\_003 - Schedule 9 Part 1 - area 18 map.pdf](#)  
[WI2010\\_003 - Schedule 9 Part 1 - area 19 map.pdf](#)  
[WI2010\\_003 - Schedule 9 Part 1 - area 20 map.pdf](#)  
[WI2010\\_003 - Schedule 9 Part 1 - area 21 map.pdf](#)  
[WI2010\\_003 - Schedule 9 Part 1 - area 22 map.pdf](#)

[WI2010\\_003 - Schedule 9 Part 1 - area 23 map.pdf](#)  
[WI2010\\_003 - Schedule 9 Part 1 - area 24 map.pdf](#)  
[WI2010\\_003 - Schedule 9 Part 3 - Area 2 A Class map.pdf](#)  
[WI2010\\_003 - Schedule 9 Part 3 - Townsite area -Area 1 A class.pdf](#)  
[WI2010\\_003 - Schedule 9 Part 3 - Townsite area -Area 3- A class map.pdf](#)  
[WI2010\\_003 - Schedule 9 Part 2- area 25 map.pdf](#)  
[WI2010\\_003 Schedule 5 part 1 - external boundary description.pdf](#)  
[WI2010\\_003 Schedule 5 part 2 - external boundary description.pdf](#)  
[WI2010\\_003 Schedule 5 part 3 - external boundary description.pdf](#)  
[WI2010\\_003 Schedule 5 part 4 - external boundary description.pdf](#)  
[WI2010\\_003 Schedule 5 part 5 - external boundary description.pdf](#)  
[WI2010\\_003 Schedule 6 - external boundary description.pdf](#)  
[WI2010\\_003 Schedule 7 - part 2 - external boundary description.pdf](#)  
[WI2010\\_003 Schedule 7 part 1 - external boundary description.pdf](#)  
[WI2010\\_003 Schedule 8 part 1 - external boundary description.pdf](#)  
[WI2010\\_003 Schedule 8 part 2 - external boundary description.pdf](#)  
[WI2010\\_003 Schedule 8 part 3 - external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 Area 17- external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 Area 18- external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 Area 19- external boundary description.pdf](#)  
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[WI2010\\_003 Schedule 9 Area 21- external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 Area 22- external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 Area 23 - external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 Area 24- external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 Area 25- external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 part 1 - Yawuru ILUA conservation estate.pdf](#)  
[WI2010\\_003 Schedule 9 part 3 - Area 2 external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 part 3 - Area 3 A Class external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 part 3 - Area 4 A Class external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 part 3 - Area 2.5 external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 part 3 - Area 5 A Class external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 part 3 - Area 6- A Class external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 part 3 - Area 7- A Class external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 part 3 - Area 9 - A Class external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 part 3 - Area 10- A Class external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 part 3 - Area 12 external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 part 3 - Area 13 external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 part 3 - Area 14 external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 part 3 - Area 14a external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 part 3 - Area 15 external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 part 3 - external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9 Part 3 Area 2.5 a Class map.pdf](#)  
[WI2010\\_003 Schedule 9 Part 3 Area 5- A Class map.pdf](#)  
[WI2010\\_003 Schedule 9 Part 3 Area 6- A Class map.pdf](#)  
[WI2010\\_003 Schedule 9 Part 3 Area 7- A Class map.pdf](#)

[WI2010\\_003 Schedule 9 Part 3 Area 9- A Class map.pdf](#)  
[WI2010\\_003 Schedule 9 Part 3 Area 10- A Class map.pdf](#)  
[WI2010\\_003 Schedule 9 Part 3 Area 12- map.pdf](#)  
[WI2010\\_003 Schedule 9 Part 3 Area 13- map.pdf](#)  
[WI2010\\_003 Schedule 9 Part 3 Area 14- map.pdf](#)  
[WI2010\\_003 Schedule 9 Part 3 Area 14a- map.pdf](#)  
[WI2010\\_003 Schedule 9 Part 3 Area 15- map.pdf](#)  
[WI2010\\_003 Schedule 9 part 5 - external boundary description.pdf](#)  
[WI2010\\_003 Schedule 9\(a\) Part 1 - Yawuru adjacent areas.pdf](#)  
[WI2010\\_003 Schedule 9\(a\) Part 2 - State adjacent areas.pdf](#)  
[WI2010\\_003 - Map 28 Schedule 8 part 2.pdf](#)  
[WI2010\\_003 Schedule 9 Part 3 Area 4 A Class map.pdf](#)  
[WI2010\\_003 Schedule 2 - Overview of ILUA Area \(clause 1.1\) - map.pdf](#)