



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2010/021
Short name	Looma Multi Function Police Facility
ILUA type	Area Agreement
Date registered	27/01/2011
State/territory	Western Australia
Local government region	Shire of Derby-West Kimberley

Description of the area covered by the agreement

'Agreement Area' means all the land and waters described and depicted in Schedule 1, as Part A, being the Multi Function Police Facility and Part B, being the GROH [Schedule 1 to the ILUA Agreement is attached below].

The Agreement Area comprises the land necessary for the Sub-Lease and the construction and operation of the Multi Function Police Facility and the Government Regional Officers Housing at Looma Community, as shown on the plans attached as Schedule 1 to this Agreement.

Parties to agreement

Applicant

Party name	State of Western Australia, acting through the Minister for Housing and Works
Contact address	c/- State Solicitors Office Level 24, 28 Barrack Street PERTH WA 6000

Other Parties

Party name	Kimberley Land Council
Contact address	36 Pembroke Street Broome WA 6725
Party name	Nyikina and Mangala Registered Native Title Claimants on their own behalf and on behalf of the Nyikina and Mangala Native Title Claim Group.
Contact address	36 Pembroke Street Broome WA 6725

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 fo 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 and/or GROH, the carrying out of repairs and maintenance, any modifications to the Multi Function Police Facility and/or GROH, and the construction, within the Agreement Area, of any facilities ancillary to the Multi Function Police Facility and/or GROH.

3.2 Conditions

No conditions apply to the consent of the Claimants to the Future Acts referred to in clause 3.1

3.3 No objection

The claimants agree that they and the Nyikina and Mangala Native Title Claim Group will not:

- (a) object to the doing of the Future Acts referred to in clause 3.1;
- (b) do or omit to do anything that would prevent or delay the doing of the Future Acts referred to in clause 3.1.

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 does not apply to the Future Acts referred to in clause 3.1.

3.5 Compensation

Nothing in the Agreement affects the Claimants' right to claim native title compensation under the NTA inn respect of the construction of the Multi Function Police Facility and the GROH.

Clause 1.1 definitions

'GROH' means the Government Regional Officers Housing associated with the Multi Function Police Facility, to be constructed on Lots within the Agreement Area as described as part A in Schedule 1.

'Multi Function Police Facility' means 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.

'Sub-Lease' means the sub lease by the Looma Community Incorporated 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

[Schedule 1 Agreement Area External boundary description and Map.pdf](#)