



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2010/022
<b>Short name</b>	Ilkurlka ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	30/11/2010
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Laverton

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## Description of the area covered by the agreement

Subject Area means the land as shown on deposited plan 52176 annexed to the Agreement as Schedule 1.

Schedule 1 is an attachment to the register (being a locality map).

The following general description of the agreement area has also 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 agreement. It is provided for information only and should not be considered part of the Register of ILUAs:

The area subject to this agreement is Lot 500 on Deposit Plan 52176, covering about 40 square kilometres located in the vicinity of Ilkurlka, Anne Beadwell Highway and Aboriginal Business Road.

## Parties to agreement

### *Applicant*

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<b>Party name</b>	State of Western Australia
<b>Contact address</b>	Attn: General Manager, State Land Services Department of Regional Development & Lands - Lands Division 1 Midland Square Midland WA 6056

### *Other Parties*

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<b>Party name</b>	Pila Nguru (Aboriginal Corporation) RNTBC
<b>Contact address</b>	c/- Central Desert Native Title Services Limited Lower Ground Floor 170 Wellington Street East Perth WA 6004

## Period in which the agreement will operate

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<b>Start date</b>	30/11/2010
<b>End Date</b>	not specified

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Clause 1.1 of the Agreement defines the commencement date as meaning the date of registration of this Agreement as an Indigenous Land Use Agreement under the Native Title Act.

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

## Clause 2. Objectives of the parties

It is acknowledged and agreed that the purpose or object of this Agreement is:

- (a) to provide for the valid grant of the Interest by way of a lease in perpetuity pursuant to section 83(1)(b) of the Land Administration Act;
- (b) to provide that the Non-Extinguishment Principle shall apply to any action taken in accordance with this Agreement; and
- (c) to provide that the Future Act provisions in Part 2 Division 3 Subdivision P of the Native Title Act, including the right to negotiate procedure, do not, and are not intended to, apply to the grant of the Interest pursuant to this Agreement.

## Clause 6. Agreement that future acts may be done

6.1 The Parties acknowledge that the grant of the Interest may be a Future Act to which the provisions of Part 2 Division 3 of the Native Title Act apply.

6.2 The Parties consent to the grant of the Interest, under the terms outlined in Schedule 3, but subject to the terms and conditions of this Agreement.

## Clause 7. No Native Title Act procedures required

7.1 The Parties agree that the Future Act provisions in Part 2 Division 3 Subdivision P of the Native Title Act do not apply to the grant of the Interest.

7.2 The Parties agree that the grant of the Interest is valid if granted in accordance with this Agreement whether or not the provisions of Part 2 Division 3 Subdivision P of the Native Title Act would otherwise apply.

## Definitions

'Future Act' has the same meaning as is given to it by the Native Title Act.

'Interest' means the interest in the Subject Area identified in, or substantially in, the form in Schedule 3.

'Land Administration Act' means the Land Administration Act 1997 (WA).

'Non-Extinguishment Principle' has the meaning given to it by section 238 of the Native Title Act.

'Subject Area' means the land as shown on deposited plan 52176 annexed to this Agreement as Schedule 1.

## Attachments to the entry

[WI2010-022 Schedule 1 - Map.pdf](#)