



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2010/026
Short name	Nyangumarta Warrarn Aboriginal Corporation & Wallal Downs Pastoral Lease ILUA
ILUA type	Body Corporate
Date registered	24/01/2011
State/territory	Western Australia
Local government region	Shire of Broome, Shire of East Pilbara

Description of the area covered by the agreement

'Agreement Area' means those parts of the area of the Determination as set out in Schedule B.

Schedule B - Description of the Nyangumarta Agreement Area

The Agreement Area covers all the lands and waters subject to:

- i. Reserves 1532, 1533, 1534, 9618, 11784, 17128;
- ii. That part of Reserve 9697 bounded in the east by a line joining Longitude 120.787706° East, Latitude 19.729659° South and Longitude 120.787739° East, Latitude 19.711374° South and to the west by the external boundary of the Determination Area as outlined in Schedule 1 of the Minute of Consent Determination of Native Title for Nyangumarta Part A;
- iii. That part of Pastoral Lease 3114/1079 (Wallal Downs Station) within the external boundary of the Determination Area as outlined in Schedule 1 of the Minute of Consent Determination of Native Title for Nyangumarta Part A.

The Agreement Area also includes those forty metre wide strips of Unallocated Crown Land (Areas to which section 47B applies) situated immediately landward of the High Water Mark depicted on Annexure 1 to Schedule 3 of the Determination and being:

- iv. Within a 600 metre radius of Paruwuturr at Longitude 120.083789° East, Latitude 19.924889° South;
- v. Within a 500 metre radius of Jurnta at Longitude 120.145161° East, Latitude 19.914117° South;
- vi. Within a 500 metre radius of Kunyjartijirri-jukujuku at Longitude 120.389488° East, Latitude 19.851094° South;
- vii. Within a 2000 metre radius of Waru at Longitude 120.852450° East, Latitude 19.678229° South; and
- viii. Within a 2200 metre radius of Pilyarlkarra at Longitude 120.940725° East, Latitude 19.643477° South.

For the avoidance of doubt the Agreement Area excludes all those areas identified in Schedule 6 of the Minute of Consent Determination of Native Title for Nyangumarta Part A, including:

- (i) Any other public works as that expression is defined in the Native Title Act and the Titles (Validation) and Native Title (Effect of Past Acts) Act 1995 (WA) and to which section 12J of the Titles (Validation) and Native Title (Effect of Past Acts) Act 1995 (WA) or section 23C(2) of the Native Title Act applies, within the external boundary of the Determination Area including the land and waters defined in section 251D of the Native Title Act.

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 covers about 1,996 square kilometres, located east of the Pardoo Roadhouse and west of the Sandfire Roadhouse in the vicinity of the Great Northern Highway and Eighty Mile Beach.

Parties to agreement

Party name Lallaw Pastoral Pty Ltd
Contact address c/- Hunt & Humphry
Level 2, 20 Kings Park Road
West Perth WA 6005

Other Parties

Party name Nyangumarta Warrarn Aboriginal Corporation
Contact address C/- Pilbara Native Title Service
3 Brand Street
South Hedland WA 6722

Period in which the agreement will operate

Start date 24/01/2011
End Date not specified

Clause 4.1(a) This agreement is:

- (i) immediately binding as an agreement; and
- (ii) intended to be a body corporate agreement pursuant to Part 2, Division 3, Subdivision B of the NTA and regulation 6 of the Native Title (Indigenous Land Use Agreements) Regulations 1999 (Cth) upon registration of the Nyangumarta PBC as a Registered Native Title Body Corporate.

Clause 22.1 The term of this agreement commences on the Commencement Date.

Clause 22.2 Except for the obligations arising under clause 23 below and obligations accrued before termination, this agreement will come to an end and the Parties will be released from further compliance with its terms:

- (a) when the Pastoral Lease comes to an end; or
- (b) by the written mutual agreement of all the Parties, whichever happens first.

"Commencement Date" means:

- (a) to the extent that this agreement has force as a contract, the date on which this agreement has been executed by all of the parties to it [being 11 June 2009]; and
- (b) to the extent that this agreement has force as an Indigenous Land Use Agreement, upon its Registration as an Indigenous Land Use Agreement.

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

4.2 Consent to Doing of Future Acts – NTA [Native Title Act 1993 (Cth)] subsection 24EB(1)

(a) For the purposes of subsection 24EB(1) of the NTA, the Nyangumarta People and Nyangumarta PBC consent to the doing of the future acts provided for in this agreement subject to its terms.

(b) The Nyangumarta People and Nyangumarta PBC consent to the doing of the following classes of future acts:

- i. the renewal, re-making or re-grant of the Pastoral Lease from time to time;
- ii. the conversion of up to 6.25 square kilometres of the Pastoral Lease around each homestead into an estate in fee simple or a lease for any purpose and any terms;
- iii. the grant of a licence, permit or authorisation from time to time (including any amendment or renewal, re-making or re-granting of the Pastoral Lease) to conduct activities for agricultural purposes (including the diversification and intensification of pastoral related activities) on the Pastoral Lease;
- iv. the grant of leases, licences and permits from time to time to conduct Low Impact Tourism activity in the Pastoral Lease; and
- v. the grant of Pastoral Leases from time to time in relation to all or part of the Stock Routes or Reserves, to the extent and in the terms of clause 12 of this agreement ("Agreed Future Acts").

(e) The Parties intend that Subdivision P of Division 3, Part 2 of the NTA not apply to any of the Agreed Future Acts.

12. 1 Renewal of Pastoral Lease

(a) The Nyangumarta PBC agrees to the renewal, re-making or re-grant of the Pastoral Lease from time to time for any term, including a term longer than the existing term of the Pastoral Lease provided (subject to clauses 4.2(b)(v) and 12.4 (b)(ii)) it does not provide any greater rights other than an extension of the length of the term and provided it does not cover any greater area.

12.4 Stock Routes and Reserves

(b) The Nyangumarta PBC agrees to:

- i. The Pastoralist continuing to use the area of the Stock Routes and Reserves for pastoral purposes; and
- ii. The grant of the Pastoral Lease or other non-extinguishing tenures from time to time in respect of the area of the Stock Routes and Reserves.

Attachments to the entry

[WI2010-026 Schedule C - Map of the Agreement Area.pdf](#)