



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2011/004
<b>Short name</b>	Bidyadanga Initial Works ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	05/07/2011
<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 definition in clause 1 of the agreement refers to Schedule 1 for a technical description and plan. Schedule 1 is attached to this 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 is provided for information only and should not be considered part of the Register of ILUAs:

The area subject to this agreement covers about 3.8 hectares and is located in the vicinity of the Bidyadanga Community approximately 95 kilometres south west of Broome. The agreement falls entirely within the determinations of native title for WAD6100/98 Karajarri People, Area A as determined on 12/02/2002 and Area B as determined on 08/09/2004. The agreement falls within the Local Government Authority of the Shire of Broome.

## Parties to agreement

### *Applicant*

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

### *Other Parties*

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<b>Party name</b>	Bidyadanga Aboriginal Corporation La Grange Incorporated
<b>Contact address</b>	PO Box 634 BROOME WA 6725

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<b>Party name</b>	Karajarri Traditional Lands Association (Aboriginal Corporation)
<b>Contact address</b>	36 Pembroke Road BROOME WA 6725

## Period in which the agreement will operate

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**Start date** not specified

**End Date** not specified

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### Clause 2.1. Agreement conditional upon Registration

This agreement will operate as a binding contract between the parties on and from the date of execution, except to the extent excluded by the operation of the NTA and the provisions of this Agreement. Except for clause 1, this clause 2 and clause 5, this Agreement shall have no force or effect unless and until it is registered on the Register as an Indigenous Land Use Agreement Body Corporate Agreement.

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

### 3.1 Consent

(a) The PBC and the Community irrevocably consent and agree to the fullest extent permissible by Law, to the doing of the Future Acts being the construction and operation of the Works by or on behalf of the Minister.

(b) For the purposes of this clause "operation" includes the conduct of any activities in connection with the construction and operation of the Works, including the carrying out of repairs and maintenance and any modifications to the Works that the Minister considers are reasonably required, and the construction within the Agreement Area, of any facilities ancillary to the Works.

### 3.4 Effect on Native Title

The Parties acknowledge and agree that:

(b) Part 2 Division 3 Subdivision P of the NTA does not apply to the Future Acts referred to in clause 3.1.

Clause 1.1 defines Works as including the construction of residential accommodation and a basketball court at Bidyadanga on the agreement area.

## Attachments to the entry

[Attachment G - Schedule 1 external boundary description.pdf](#)