



# Extract from Register of Indigenous Land Use Agreements

---

<b>NNTT number</b>	WI2022/001
<b>Short name</b>	State Barrier Fence (Esperance Nyungar Country) ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	20/04/2022
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Esperance, Shire of Ravensthorpe

---

## Description of the area covered by the agreement

### 3. AREA TO WHICH THIS AGREEMENT APPLIES

This Agreement applies to the Agreement Area.

**Agreement Area** means the land identified in Schedule 2 and, for ease of reference only, shown on the Map in Schedule 1, comprising the State Barrier Fence (Esperance Nyungar Country) Land.

*[Copies of Schedules 1 and 2 are 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 agreement area covers about 5.7 sq km and is located along parts of the State Barrier Fence in the area surrounding Esperance.]*

## Parties to agreement

### Applicant

---

<b>Party name</b>	The State of Western Australia
<b>Contact address</b>	c/- State Solicitor's Office David Malcolm Justice Centre 28 Barrack Street Perth WA 6000

### Other Parties

---

<b>Party name</b>	Esperance Tjaltjraak Native Title Aboriginal Corporation RNTBC (ICN 8212)
<b>Contact address</b>	PO Box 1451 Esperance WA 6450

---

<b>Party name</b>	Minister for Lands
<b>Contact address</b>	Department of Planning, Lands and Heritage Level 2, 140 William Street Perth WA 6000

---

**Party name** The Western Australian Agriculture Authority  
**Contact address** Level 6, 1 Nash Street  
Perth WA 6000

---

**Period in which the agreement will operate**

---

**Start date** not specified

**End Date** not specified

---

**5.1 Force and Effect of this Agreement**

This Agreement commences on the Execution Date, except for clauses 7, 9, 10 and 13 which will commence on the Commencement Date, and binds each of the Parties, their successors and permitted assigns.

**5.2 Term**

Subject to clause 5.3, this Agreement continues indefinitely.

**5.3 Termination**

(a) This Agreement shall terminate only on the occurrence of the following events, whichever is the first to occur (the **Termination Date**):

- (i) where clause 4.7 comes into effect; or
  - (ii) where all Parties agree in writing to end the Agreement;
  - (iii) where the Determination is revoked in accordance with the Native Title Act;
  - (iv) where the Agreement is removed from the Register of Indigenous Land Use Agreements by the Native Title Registrar in accordance with section 199C of the Native Title Act; or
  - (v) where a Replacement Agreement comes into effect in accordance with clause 12.5.
- (b) If this Agreement is terminated as a result of an event described in clause 5.3(i), (iii), (iv) or (v), the Parties will meet to discuss arrangements for negotiating a replacement or alternative agreement to be registered as an Indigenous Land Use Agreement on the ILUA Registrar. [sic]

**Commencement Date** means the date on which this Agreement is registered on the Register of Indigenous Land Use Agreements pursuant to section 24BG of the Native Title Act.

**Execution Date** means the date on which this Agreement is executed by all Parties.

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

**7.2 Parties' consent to Future Acts**

- (a) Each of the Parties consents to the State Barrier Fence (Esperance Nyungar Country) Land Transaction, with the intent that such statement of consent satisfies the requirement of section 24EB(1)(b) of the Native Title Act in respect of it.
- (b) For the avoidance of doubt, the consent in paragraph (a) of this clause includes consent to the doing of every act comprised in the State Barrier Fence (Esperance Nyungar Country) Land Transaction and any and all things ancillary to the doing of the State Barrier Fence (Esperance Nyungar Country) Land Transaction, with the intent that such statement of consent satisfies the requirement of section 24EB(1)(b) of the Native Title Act in respect of each of those things.

**7.4 Agreement to future acts includes exercise of rights**

If any of the acts in clause 7.2 is a future act, the Parties irrevocably consent to, in respect of any land that is wholly or partly within the Agreement Area:

- (a) the granting, issue or creation of any Tenure and the exercise of a power to lease or licence under a management order;
- (b) the exercise of any right or the discharge of any obligation, now and in the future, under any Tenure and the BAM Act and the BAM Regulations including, for the avoidance of doubt the carrying out of the State Barrier Fence Works; and
- (c) the exercise of any right or the discharge of any obligation, now and in the future, that arises under other applicable legislation as a consequence of the State Barrier Fence (Esperance Nyungar Country) Land Transaction, with the intent that such statement of consent satisfies the requirement of section 24EB(1)(b) of the Native Title Act.

**7.6 No Right to Negotiate**

- (a) The right to negotiate procedure does not apply to any of the acts referred to in clause 7.2, with the intent that such statement satisfies the requirement of section 24EB(1)(c) of the Native Title Act.

**BAM Act** means the *Biosecurity and Agriculture Management Act 2007* (WA).

**BAM Regulations** means the *Biosecurity and Agriculture Management Regulations 2013* (WA).

**LA Act** means the *Land Administration Act 1997* (WA).

**State Barrier Fence Works** means all activities for the construction, operation, use, maintenance or repair of the State Barrier Fence (Esperance Nyungar Country) Extension by or on behalf of the State, including:  
(a) activities to create approximately a 6 meter wide fully cleared and graded track comprising on both sides of the State Barrier Fence (Esperance Nyungar Country) Extension; and  
(b) maintaining a corridor of up to approximately 10 meters of cleared land on each side of the State Barrier Fence (Esperance Nyungar Country) Extension.

**State Barrier Fence (Esperance Nyungar Country) Extension** means the barrier fence constructed or to be constructed in the Agreement Area.

**State Barrier Fence (Esperance Nyungar Country) Reserve** means the reserve for the purposes of "a barrier fence and the protection and maintenance of the fence" created or to be created as contemplated in the State Barrier Fence (Esperance Nyungar Country) Land Transaction.

**State Barrier Fence (Esperance Nyungar Country) Land** means the land identified in Schedule 2 and, for ease of reference only, shown on the Map in Schedule 1.

**State Barrier Fence (Esperance Nyungar Country) Land Transaction** means:

- (a) the reservation under section 41 of the LA Act over the whole or part of the State Barrier Fence (Esperance Nyungar Country) Reserve Land of a reserve for the purposes of "a barrier fence and the maintenance of the fence" as contemplated by the BAM Act and the BAM Regulations; and
- (b) the placing of the care, control and management of the land reserved as contemplated in paragraph (a), with the Agriculture Authority or another entity as may be appropriate for the purposes of the BAM Act and the BAM Regulations, pursuant to section 46 of the LA Act.

**Tenure** means any lease, licence, permit or other authority that is granted, issued or created under the LA Act and any regulations made under it, following the State Barrier Fence (Esperance Nyungar Country) Land Transaction.

#### **Attachments to the entry**

[WI2022\\_001 Schedule 1 Agreement Area - Map.pdf](#)

[WI2022\\_001 Schedule 2 Agreement Area - Land.pdf](#)