



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2023/011
Short name	Yurriyangem Taam Conservation Estate ILUA
ILUA type	Body Corporate
Date registered	05/04/2024
State/territory	Western Australia
Local government region	Shire of Halls Creek, Shire of Derby/West Kimberley

Description of the area covered by the agreement

3.1 ILUA Agreement Area

This Agreement applies to the ILUA Agreement Area for the purposes of section 24BC of the Native Title Act.

Determination means the determination by the Federal Court of Australia in *Purdie on behalf of the Yurriyangem Taam Native Title Claim Group v State of Western Australia* [2019] FCA 696 that native title exists over specified land and waters.

Determination Area means the land and waters where native title has been determined to exist under the Determination and which is described in the Determination as being those parts of the Determination Area (as defined in paragraph 14 of Attachment A to the Determination) that are identified in Schedules 3 and 4 of Attachment A to the Determination (see paragraph 2 of Attachment A to the Determination).

Fossil Downs FP Area means the land, or any part of it, described in Item 1, Part 3 of Schedule 2.

ILUA Agreement Area means the area comprising:

(a) the Stage One National Park Areas;
(b) the YT Future Park Areas; and
(c) the Springvale-Lansdowne Easement Area,
and which areas are within the Determination Area. The **ILUA Agreement Area** is shown, for identification purposes, on the Map in Schedule 1.

Mornington FP Area #1 means the land, or any part of it, described in Item 2(a), Part 3 of Schedule 2.

Mornington FP Area #2 means the land, or any part of it, described in Item 2(b), Part 3 of Schedule 2.

Mornington FP Area #3 means the land, or any part of it, described in Item 2(c), Part 3 of Schedule 2.

Native Title Act means the *Native Title Act 1993* (Cth).

Springvale-Lansdowne Easement Area means the land, or any part of it, described in Part 4 of Schedule 2.

Stage One National Park Areas means the land and waters comprising UCL Area #1, Water Area #1 and Water Area #2.

UCL Area #1 means the land described in Item 1, Part 1 of Schedule 2.

Water Area #1 means the land described in Item 2, Part 1 of Schedule 2.

Water Area #2 means the land described in Item 3, Part 1 of Schedule 2.

YT Future Park Areas means the Fossil Downs FP Area, the Mornington FP Area #1, the Mornington FP Area #2 and the Mornington FP Area #3.

[Copies of Schedules 1, 2 and 3 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 528 sq km and is located approx. 94km north west of Halls Creek.]

Parties to agreement

Applicant

Party name The State of Western Australia through the Minister for Environment
Contact address c/- State Solicitor's Office
Level 25, David Malcolm Justice Centre
28 Barrack Street
Perth WA 6000

Other Parties

Party name Conservation and Parks Commission (Commission)
Contact address c/- State Solicitor's Office
Level 25, David Malcolm Justice Centre
28 Barrack Street
Perth WA 6000

Party name The Chief Executive Officer of the Department of Biodiversity,
Conservation and Attractions acting through the Conservation and Land
Management Executive Body (CEO)
Contact address c/- State Solicitor's Office
Level 25, David Malcolm Justice Centre
28 Barrack Street
Perth WA 6000

Party name The Minister for Lands, body corporate
Contact address c/- State Solicitor's Office
Level 25, David Malcolm Justice Centre
28 Barrack Street
Perth WA 6000

Party name Yurriyangem Taam Aboriginal Corporation RNTBC (ICN 9536) (YT)
Contact address c/- Kimberley Land Council
11 Gregory Street
Broome WA 6725

Period in which the agreement will operate

Start date not specified

End Date not specified

4.7 Agreement ceases if not registered

If this Agreement has not been registered as an ILUA in accordance with clause 4.3(a) or clause 4.3(b) within twelve (12) months of the Execution Date, it shall cease and be of no further force or effect unless the CEO and YT have prior to the expiry of that twelve (12) month period agreed otherwise.

5.1 Force and Effect of this Agreement

This Agreement, other than those provisions referred to in subclause (b), only has force and effect from the Commencement Date. Clauses 1, 2, 3, 4, 5, 6, 18, 20, 21, 22, 23, 24, 25, 26, 27 and 28 have force and effect from the Execution Date.

5.2 Term

Subject to clause 5.3, this Agreement continues indefinitely.

5.3 Termination

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

- (a) the Agreement ceasing under clause 4.7;
- (b) all Parties agree in writing to end the Agreement;
- (c) the Determination is revoked in accordance with the Native Title Act;
- (d) 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
- (e) a Replacement Agreement comes into effect in accordance with clause 19.5(b).

19.5 Replacement or Variation

If the Parties replace this Agreement or amend or vary this Agreement in a way that the Parties agree requires registration (**Replacement Agreement**) on the Register of Indigenous Land Use Agreements, the Parties must:

- (a) comply with clause 4 of this Agreement in relation to the Replacement Agreement;
- (b) terminate this Agreement after registration of the Replacement Agreement on the Register of Indigenous Land Use Agreements; and
- (c) advise the Native Title Registrar in writing in accordance with section 199C(1)(c)(ii) of the Native Title Act.

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

Execution Date means the date on which this Agreement is finally executed by all of the Parties to it.

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

7.1 Future Acts

Each Party acknowledges that the National Park and Conservation Park Acts and the Access Right Acts may be future acts to which Part 2, Division 3 of the Native Title Act may apply.

7.2 National Park – Stage One National Park Areas

The Parties consent to:

- (a) the reservation of the Stage One National Park Areas for the reserve purpose of "national park" and its classification as class A by orders of the Minister for Lands under sections 41 and 42 of the Land Administration Act;
- (b) the Joint Vesting in the Commission and YT of each national park reserve referred to in this clause 7.2; and
- (c) in respect of any land referred to in this clause 7.2 that becomes part of the YT National Park, the grant, issue or creation, from time to time, of any Tenure over it.

7.3 National Park or Conservation Park – YT Future Park Areas

(a) Noting clause 5.8 and subclauses (b) to (f) of this clause, the Parties consent to:

- (i) the reservation of the YT Future Park Areas for the reserve purpose of:
 - (A) "national park" by:
 - (1) orders of the Minister for Lands under section 41 of the Land Administration Act; or
 - (2) orders of the Minister for Lands under section 45(2) of the Land Administration Act by which a YT Future Park Area is added to any national park already created for the YT National Park; or
 - (B) "conservation park" by:
 - (1) order of the Minister for Lands under section 41 and of the Land Administration Act; or
 - (2) order of the Minister for Lands under section 45(2) of the Land Administration Act by which a YT Future Park Area is added to any conservation park already created for the YT Conservation Park;
- (ii) the Joint Vesting in the Commission and YT of each national park reserve and each conservation park reserve referred to in this clause 7.3; and

(iii) in respect of any land referred to in this clause 7.3 that becomes part of the YT Parks, the grant, issue or creation, from time to time, of any Tenure over it.

(b) Prior to a national park or conservation park reserve being created over a YT Future Park Area, the CEO must give six (6) months prior written notice to YT of the State's intention to create the particular reserve (**State's Notice**).

(c) The State's Notice must include a clear description of the relevant YT Future Park Area (**relevant area**) that it is intended will be created as a national park or conservation park reserve.

(d) If YT receives a State's Notice, YT may revoke the consent it has given in subclause (a) for the creation of a national park or conservation park reserve over the relevant area (**relevant future act**) by written notice advising that consent to the relevant future act is revoked (**YT Notice**) served on the CEO within six (6) months of and including the date of the State's Notice or such later date as YT may request of the CEO before expiry the six (6) months referred to and that has been agreed to by the CEO.

(e) If the CEO receives a YT Notice within the time specified in subclause (d), the relevant future act dealt with by the YT Notice may not be done by the State Parties and the consent of YT given in subclause (a) ceases in respect of the relevant area dealt with by the YT Notice.

(f) If the State does not receive a YT Notice from YT within the time specified in subclause (d), the State Parties may proceed with the relevant future act without any further notice or consultation with YT.

(g) For the avoidance of doubt, and subject to what subclause (d) provides, the Parties acknowledge that more than one State Notice may be issued in respect of the YT Future Park Areas.

7.4 Access Right Acts

The Parties consent to:

(a) the grant, from time to time, of Access Easements over any, or all, of the Easement Areas as may be required to give access to land comprising the YT Parks by persons including YT (for itself and on behalf of the Yurriyngem Taam People), the Joint Management Body, the Conservation Parties and the employees, agents, contractors and invitees of them and the Department, as applicable; and

(b) the replacement of any of the Access Easements from time to time with another form of access right, if required.

7.5 Agreement to Future Acts includes exercise of rights

The Parties acknowledge that the consent to the National Park and Conservation Park Acts and the Access Rights Acts includes consent to the doing of all acts involved in effecting the National Park and Conservation Park Acts and the Access Right Acts and:

(a) in respect of the National Park and Conservation Park Acts, includes consent to:

(i) classification of the reserves as class A, if required;

(ii) the exercise of any right or the discharge of any obligation, now and in the future, under:

(A) the Conservation and Land Management Legislation and the Biodiversity Conservation Act and any regulations made under that Act; and

(B) any Tenure; and

(iii) the exercise, now and in the future, of the various powers and functions under the Conservation and Land Management Legislation and the Biodiversity Conservation Act and any regulations made under that Act, including the preparation and approval of any management plans; and

(iv) 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 land comprising a national park or conservation park; and

(b) in respect of the Access Right Acts, includes consent to:

(i) the exercise now and in the future of any right or the discharge of any obligation, including undertaking works (that are to comply with relevant Laws, including Aboriginal heritage protection legislation is to be complied with) that may be required to keep and maintain the area the subject of an Access Easement in a condition suitable for its intended use and as provided for in the Access Easement;

(ii) the exercise, now and in the future, of the various powers and functions under the Land Administration Act and any regulations made under that Act pursuant to which the Access Easement has been granted; and

(iii) the exercise of any right or the discharge of any obligation, now and in the future, that arises under other legislation applicable to the Access Easement or Easement Area dealt with by it.

7.6 Requirements of section 24EB(1)(b) of the Native Title Act

The Parties agree that each statement of consent in clauses 7.2, 7.3, 7.4 and 7.5 is intended to satisfy the requirement of section 24EB(1)(b) of the Native Title Act.

8.3 No Native Title Act procedures required

(a) In respect of the ILUA Agreement Area if any of the Future Acts are acts to which the Right to Negotiate or any other future act procedure under Division 3 of Part 2 of the Native Title Act (other than Subdivision B) would, apart from this Agreement apply, the Right to Negotiate and those other future act procedures do not apply to the Future Acts and those acts are valid pursuant to this Agreement.

(b) The Parties intend that the statement in subclause (a) satisfies the requirements of section 24EB(1)(c) of the Native Title Act.

Access Easement means an access/carrageway easement (including for public access), licence or other right enabling access. For the avoidance of doubt, it is intended that the access right permit access by motorised vehicles or other means of motorised transport, with or without machinery, plant and equipment and the right to perform works and other acts from time to time relevant to the establishment of the access and its repair, maintenance and upkeep.

Access Rights Acts means the future acts described in clause 7.4 and clause 7.5(b).

Biodiversity Conservation Act means the *Biodiversity Conservation Act 2016* (WA).

Conservation and Land Management Act means the *Conservation and Land Management Act 1984* (WA).

Conservation and Land Management Legislation means the Conservation and Land Management Act and the *Conservation and Land Management Regulations 2002* (WA).

Conservation Parties means the CEO and the Commission.

Department means the Department assisting the Minister for Environment in the administration of the Conservation and Land Management Act from time to time being, at the Execution Date, the Department of Biodiversity, Conservation and Attractions.

Easement Areas means the:

- (a) Springvale-Lansdowne Easement Area;
- (b) Mornington FP Area #1;
- (c) Mornington FP Area #2; and
- (d) Mornington FP Area #3.

Future Acts means the National Park and Conservation Park Acts and the Access Rights Acts.

Future National Park Area means the land, or any part of it, described in Part 2 of Schedule 2.

Joint Management Body means the body established pursuant to an agreement under section 56A of the Conservation and Land Management Act giving effect to a requirement in any of the management plans prepared under section 54 of the Conservation and Land Management Act.

Joint Vesting means a joint vesting of land as provided for in section 8AA(2) of the Conservation and Land Management Act.

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

Law means any written law of the Commonwealth or the State of Western Australia, including all regulations and other instruments made under any statute.

Minister for Environment means the Minister to whom administration of the Conservation and Land Management Act is committed.

National Park and Conservation Park Acts means the future acts described in clause 7.2, 7.3 and clause 7.5(a).

Right to Negotiate means the right to negotiate procedure under and for the purposes of Subdivision P of Division 3 of Part 2 of the Native Title Act.

State means the State of Western Australia, and, for the purposes of clause 9 includes any State government department, agency, instrumentality, Minister and any body, whether corporate or unincorporated, that is established or continued for a public purpose by or under an Act of the State (including the Minister for Lands and any other body corporate Ministers). **State Parties** means the State, the Minister for Lands, the Commission and the CEO.

Tenure means, in respect of the ILUA Agreement Area, any lease, licence permit or other authority which is granted, issued or created under the Conservation and Land Management Legislation or the Biodiversity Conservation Act and any regulations made under that Act following the creation of, or in respect of, any part of the ILUA Agreement Area forming part of the YT National Park or the YT Conservation Park.

YT Conservation Park means each conservation park created on registration of:

- (a) an order reserving a YT Future Park Area, under section 41 of the Land Administration Act for the purpose of "conservation park"; or
- (b) an order under section 45(2) of the Land Administration Act whereby a YT Future Park Area is added to a conservation park reserve that has been created as provided in paragraph (a); and includes, as the context requires, all of those conservation parks collectively that have been created, or had Crown land added to it, from time to time.

YT National Park means each national park created on registration of:

- (a) an order reserving a Stage One National Park Area, a Future National Park Area or any YT Future Park Area, under section 41 of the Land Administration Act for the purpose of "national park"; or
- (b) an order under section 45(2) of the Land Administration Act whereby a Future National Park Area or a YT Future Park Area is added to a national park reserve that has been created as provided in paragraph (a), and includes, as the context requires, all of those national parks collectively that have been created, or had Crown land added to it, from time to time.

YT Parks means the YT National Park and, if any conservation park reserves have been able to be created over any of the YT Future Park Areas, the YT Conservation Park.

Yurriyngem Taam Native Title Group or **Yurriyngem Taam People** means the persons determined to be the common law holders of native title under the Determination.

Attachments to the entry

[WI2023_011 Schedule 1 - Map of ILUA Agreement Area.pdf](#)

[WI2023_011 Schedule 2 - Land Descriptions.pdf](#)

[WI2023_011 Schedule 3 - Agreement Area Overview Map and Map Enlargement.pdf](#)