



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2005/003
Short name	Ord Final Agreement
ILUA type	Area Agreement
Date registered	16/08/2006
State/territory	Western Australia
Local government region	Shire of Wyndham-East Kimberley

Description of the area covered by the agreement

The ILUA area is defined in Clause 2 of the agreement as the land and waters which are comprised within the:

- ILUA (Previous Compensable Act) Area;
- ILUA (Non-extinguishment) Area;
- ILUA (Surrender – Third Party) Area; and
- ILUA (Surrender – MG) Area

as generally depicted on Map 3 in Schedule 2.

The ILUA (Previous Compensable Act) Area is defined in Clause 2 of the agreement as the area depicted as such on Map2D in Schedule 2. The description states “This area is co-extensive with the ILUA Area”.

The ILUA (Non-extinguishment) Area is defined in Clause 2 of the agreement by reference to seventeen (17) sub areas labelled (a) to (q). The sub areas (a) to (i) are generally described by reference to areas under Clause 2 then by reference to areas depicted on the maps in Schedule 2. Sub areas (j) to (q) are defined using reference to cadastral land parcels identified by Lot and Deposited Plan numbers. The agreement notes that “many of these areas overlap with each other. The areas are separately listed because different acts to which the non-extinguishment principle applies may be done in each area. The ILUA (Non-extinguishment) Area also overlaps with some areas where native title may be surrendered.”

The ILUA (Surrender – Third Party) Area is defined in Clause 2 of the agreement by reference to ten (10) sub areas labelled (a) to (i) under Clause 12.2 and the Packsaddle Road Area under Clause 12.4.

The ILUA (Surrender – MG) Area is defined in Clause 2 of the agreement by reference to three (3) sub areas labelled (a) to (c) under Clause 12.3.

Schedule 2 of the agreement contains twenty four (24) A3 colour copies of maps prepared by the WA Departments of Industry & Resources and Planning & Infrastructure (Drawings 1329-02-01 to 1329-02-24).

Schedule 2 of the agreement includes reference to the technical descriptions of the “ILUA area” external boundary and its components. The technical descriptions are set out in a ninety two (92) page document prepared by Land Claims Mapping Unit (LCMU), DLI on the 22 September 2005, defining:

- the external boundary by reference to four (4) Portions labelled (a) to (d) by way of metes and bounds descriptions, referencing cadastral boundaries (as at May 1996), geographic coordinates (GDA94) and topographic features; and
- component parts of the ILUA (Non-extinguishment) Area, ILUA (Surrender – Third Party) Area and ILUA (Surrender – MG) Area components by reference to metes and bounds descriptions, referencing geographic coordinates (GDA94) and cadastral boundaries (as at June 2004).

The maps and written description are attached to this register extract.

Parties to agreement

Applicant

Party name	State of Western Australia
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Contact address Department of the Premier and Cabinet
Level 2, Governor Stirling Tower
197 St George's Terrace
Perth WA 6000

Other Parties

Party name Baines River Cattle Co Pty Ltd (ACN 009 603 516)

Contact address c/- Company Secretary
Consolidated Pastoral Company Pty Ltd
Level 3, 54 Park Street
SYDNEY NSW 2000

Party name Ben Ward, Kim Aldus, Frank Chulung, Sheba Dignari, Maggie John, Chocolate Thomas, Danny Wallace, Carol Hapke, Nancy Dilyai, Pamela Simon, Jerry Moore and Paddy Carlton (Miriuwung Gajerrong #4 Claimants)

Contact address c/- Kimberley Land Council Aboriginal Corporation
PO Box 2145
BROOME WA 6725

Party name Conservation Commission of Western Australia

Contact address Corner Hackett Drive and Australia II Drive
CRAWLEY WA 6009

Party name Consolidated Pastoral Company Pty Ltd (ACN 010 080 654) and Carlton Hill Pty Ltd (ACN 009 624 159) and Crosswalk Pty Ltd (ACN 009 448 739)

Contact address c/- Company Secretary
Consolidated Pastoral Company Pty Ltd
Level 3, 54 Park Street
SYDNEY NSW 2000

Party name Kimberley Land Council Aboriginal Corporation

Contact address PO Box 2145
BROOME WA 6725

Party name Miriuwung and Gajerrong #1 (Native Title Prescribed Body Corporate) Aboriginal Corporation

Contact address c/- Kimberley Land Council Aboriginal Corporation
PO Box 2145
BROOME WA 6725

Party name Ord River District Cooperative Ltd (ABN 16 026 785 781) and JJ McDonald and Sons Engineering Pty Ltd (ACN 061 012 691)

Contact address c/- Managing Director
Ord River District Cooperative Ltd
672 Weaber Plains Road
KUNUNURRA WA 6743

Party name Western Australian Land Authority

Contact address c/- LandCorp
Level 3Wesfarmers House
40 The Esplanade
PERTH WA 6000

Period in which the agreement will operate

Start date not specified

End Date not specified

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

Clause 12.1(1) Part 2 Division 3 Subdivision P of the NTA [Native Title Act 1993 (Commonwealth)] does not apply in relation to anything done under this clause 12.

Clause 12.2(1) The Parties consent to the State transferring or granting to any person (including the State, LandCorp or any instrumentality or agency of the State) a freehold title or lease in any part of the following areas ("ILUA (Surrender - Third Party) Area") for the following purposes:

- (a) the M2 Maximum Farm Area (not including the M2 Extinguished Area) - for agriculture;
- (b) the Green Swamp Acquisition Area and the Green Swamp Additional Acquisition Area - for agriculture;
- (c) the Ord West Bank Development Area except the Old Station Billabong Buffer Area, the Ord West Bank Special Buffer Area A and the Ord West Bank Special Buffer Area B - for agriculture;
- (d) the Ord East Bank Acquisition Area - for agriculture;
- (e) the Packsaddle Agriculture Area - for agriculture;
- (f) the Mantinea Development Area (not including the area of Reserves 1061 and 18810) - for agriculture; and for residential, rural residential, commercial and industrial purposes and associated purposes;
- (g) the Kununurra Additional Acquisition Area - for residential, commercial and industrial purposes and associated purposes;
- (h) the Government Land Acquisition Area - for government purposes (including the construction, maintenance and use of public works as defined in the Public Works Act 1902 (WA)) and associated purposes; and
- (i) the CPC Freehold Surrender Area and reserve 1166 - for the transfer of freehold title to the CPC Freehold Area to CPC.

Clause 12.2(2) Upon a transfer or grant in accordance with clause 12.2(1) native title is surrendered and extinguished in the land and waters the subject of the transfer or grant.

Clause 12.3(1) The Parties consent to the State transferring to the MG Corporation freehold titles in any parts of the following areas:

- (a) Packsaddle Freehold Area;
- (b) East Kununurra Additional Area; and
- (c) Portion of Former Kununurra Lot 239.

Clause 12.3(2) Upon a transfer in accordance with clause 12.3(1) native title is surrendered and extinguished in the land and waters the subject of the transfer.

Clause 12.4(1) The Parties consent to the construction by any person of a road and associated infrastructure within a corridor up to 40 metres wide within the Packsaddle Road Area to be nominated in writing by the State to the MG Corporation prior to commencement of construction.

Clause 12.4(3) Upon the nomination of the corridor in accordance with clause 12.4(1), native title is surrendered and extinguished in the area of the corridor.

Clause 13.2(1) Part 2 Division 3 Subdivision P of the NTA does not apply in relation to anything done under this clause 13.

Clause 13.3 (1) Except in relation to any land the subject of paragraph 9.1 (exclusive possession) of the MG#1 Determination, the Parties consent to the State doing acts under this deed within the Ord Irrigation Scheme Area which would otherwise be the subject of subsections 24KA(1), (1A), (2), (3) and (4) of the NTA for the purposes of or associated with:

- (a) the development of the M2 Development Area, the Green Swamp Acquisition Area and the Green Swamp Additional Acquisition Area and the Green Swamp Extinguished Area, the Mantinea Development Area, the Ord West Bank Development Area, the Ord East Bank Acquisition Area or the Packsaddle Acquisition Area for agriculture;
- (b) the development of the Kununurra Additional Acquisition Area and the Mantinea Development Area for residential, commercial and industrial purposes;
- (c) the development of the Government Land Acquisition Area for government purposes; and
- (d) the grant or transfer of freehold in the CPC Freehold Area to CPC, and that such acts will be valid.

Clause 13.3(3) Without limiting clause 13.3(1), the Parties acknowledge and agree that, notwithstanding the existence of native title, the State may:

- (a) drill wells or bores in the Ord Irrigation Scheme Area for the purposes of geotechnical or hydrological investigations; and
- (b) conduct any other examination or survey under section 34 of the LAA within the Ord Irrigation Scheme Area.

Clause 14.2(1) Part 2 Division 3 Subdivision P of the NTA does not apply in relation to anything done under this clause 14.

Clause 14.3(1) The Parties consent to the State transferring to the MG Corporation freehold titles in the following parts of the ILUA (Non-extinguishment) Area:

- (a) the M2 Development Area (not including the M2 Extinguished Area) in accordance with clause 31;
- (b) the Ord West Bank Development Area in accordance with clause 33;
- (c) the Mantinea Development Area (not including the area of Reserves 1061 and 18810) in accordance with clause 32;
- (d) Geeboowama CLA on Deposited Plan 35249, Lot 923;
- (e) Janama Springs CLA (to the extent it is not within reserve 1063) on Deposited Plan 35248, Lot 925;
- (f) Yuna Springs CLA (to the extent it is not within reserve 1063) on Deposited Plan 35248, Lot 926;
- (g) Munthanmar CLA on Deposited Plan 35949, Lot 928;
- (h) Jimbilum CLA on Deposited Plan 26369, Lot 859;
- (i) Yirrallalem 1 CLA on Deposited Plan 35245, Lot 936;
- (j) Yirrallalem 2 CLA on Deposited Plan 35246, Lot 937; and
- (k) subject to clause 43.8, Wesley Springs CLA on Deposited Plan 36331.

Clause 14.3(2) The Parties consent to the State transferring to Wirrum Aboriginal Corporation the Bell Springs CLA and easement access to Bell Springs CLA on Deposited Plan 35250, Lot 930.

Clause 14.3(3) The Parties consent to the State transferring to the MG Corporation easement access in the following parts of the ILUA (Non-Extinguishment) Area:

- (a) easement access to Geeboowama CLA on Deposited Plan 35249, Lot 923;
- (b) easement access to Janama Springs CLA (to the extent it is not within reserve 1063) on Deposited Plan 35248, Lot 925;
- (c) easement access to Yuna Springs CLA (to the extent it is not within reserve 1063) on Deposited Plan 35248, Lot 926;
- (d) easement access to Munthanmar CLA on Deposited Plan 35949, Lot 928;
- (e) easement access to Jimbilum CLA on Deposited Plan 26369, Lot 859;
- (f) easement access to Yirrallalem 1 CLA on Deposited Plan 35245, Lot 936; and
- (g) easement access to Yirrallalem 2 CLA on Deposited Plan 35246, Lot 937.

Clause 14.3(4) The Parties consent to the State transferring to the MG Corporation freehold titles in the New Conservation Areas.

Clause 14.4(1) The Parties consent to the State creating reserves in the areas referred to in clause 12.2(1) for the respective purposes referred to in clause 12.2(1) prior to the surrender of native title in accordance with this deed, and to the placing of the care control and management of any such reserve with any person.

Clause 14.4(2) Except in relation to any land the subject of paragraph 9.1 (exclusive possession) of the MG#1 Determination, the Parties consent to the State and any other person (including a management body under a reserve) granting any licence, easement or profit a prendre, or doing any other act (including a Quarrying Future Act but not including a Mining Future Act) in the areas referred to in clause 12.2(1) prior to the surrender of native title in accordance with this deed, for the respective purposes referred to in clause 12.2(1) and for the purposes of extraction of raw materials.

Clause 14.5(1) The Parties consent to:

- (a) the State creating reserves in the areas referred to in clause 14.3(1)(a)-(c) for the purposes of buffer and infrastructure and associated purposes prior to the transfer of freehold title to those areas in accordance with this deed, and to the placing of the care control and management of any such reserve with any person; and
- (b) the MG Corporation granting leases of the areas referred to in clause 14.3(1)(a)-(c) to an EME.

Clause 14.5(2) Except in relation to any land the subject of paragraph 9.1 (exclusive possession) of the MG#1 Determination the Parties consent to the State and any other person (including a management body under a reserve) granting any licence, easement or profit a prendre, or doing any other act (including a Quarrying Future Act but not including a Mining Future Act) in the areas referred to in clause 14.3(1)(a)-(c) prior to the transfer of freehold title to those areas in accordance with this deed, for the purposes of buffer and infrastructure, extraction of raw materials, and associated purposes.

Clause 14.5(3) If freehold has been transferred to the MG Corporation under clause 14.3(1)(a)-(c) then, without prejudice to any rights or entitlements arising under the Mining Act 1978 (WA), the LAA or otherwise in respect of the MG Corporation's ownership of that freehold title, the Parties consent to the State doing any Mining Future Act or Quarrying Future Act in the area of such a freehold title.

Clause 14.6(1) Except in relation to any land the subject of paragraph 9.1 (exclusive possession) of the MG#1 Determination, the Parties consent to the State creating reserves in the Raw Materials Areas and the M2 Raw Materials Areas and any Additional Raw Materials Areas for the purposes of extracting raw materials, and to the placing of care control and management of such reserves with any person.

Clause 14.6(2) The Parties consent to the State granting to any person (including the State or any instrumentality or agency of the State) a lease, licence, easement, profit a prendre or other interest (including a Quarrying Future Act but not including a Mining Future Act) in the Raw Materials Areas and the M2 Raw Materials Areas and any

Additional Raw Materials Areas for the purposes of extracting raw materials.

Clause 14.7 Except in relation to any land the subject of paragraph 9.1 (exclusive possession) of the MG#1 Determination and without limiting clauses 14.4, 14.5 and 14.6, the Parties consent to the State:

Clause 14.7(1) by its officers employees agents and contractors, entering upon the land and waters in the Ord Irrigation Scheme Area and performing such works in relation to the development of the land for the purposes referred to in clause 12.2(1) as the State (in its absolute discretion) thinks fit;

Clause 14.7(2) by instrument in writing, authorising any other person to enter upon the land and waters in the Ord Irrigation Scheme Area and perform such works in relation to the development of the land for the purposes referred to in clause 12.2(1) as that person (in their absolute discretion) thinks fit; and

Clause 14.7(3) granting to any person (including the State or any instrumentality or agency of the State) a lease, licence, easement or profit a prendre, and creating any reserve or doing any other act which affects native title, in the Ord Irrigation Scheme Area for the purposes of constructing and operating irrigation infrastructure (including, without limitation, pumping stations and pipes to supply water from the Ord River to the Ord East and West Bank Development Area and the Mantinea Development Area).

Clause 14.8(1) The Parties consent to:

- (a) the State creating reserves in the New Conservation Areas for the purposes of conservation and traditional Aboriginal uses, and placing the care control and management of the reserves with the Conservation Commission;
- (b) the MG Corporation granting leases of the New Conservation Areas to the State; and
- (c) the State, the Conservation Commission, CALM and the MG Corporation entering into management agreements, and creating management plans, under the CALM Act in relation to the New Conservation Areas.

Clause 14.8(2) If freehold has been transferred to the MG Corporation under clause 14.3(4) then, without prejudice to any rights or entitlements arising under the Mining Act 1978 (WA) or otherwise in respect of the MG Corporation's ownership of that freehold title, the Parties consent to the State doing any Mining Future Act or Quarrying Future Act in a New Conservation Area which is the subject of such a freehold title.

Clause 14.9(1) The Parties consent to the State creating reserves within the Mantinea Foreshore Reserve Area and the Ord West Bank Foreshore Reserve Area for the purposes of public access and recreation and protection of Aboriginal heritage, and placing the care control and management of such reserves with the Shire of Wyndham-East Kimberley or with any officer, agency, instrumentality or statutory authority of the State.

Clause 14.9(2) The Parties consent to the State creating a reserve within the Packsaddle Creek Reserve Area for the purposes of recreation and watercourse protection, and placing the care control and management of such reserves with the Shire of Wyndham-East Kimberley or with any officer, agency, instrumentality or statutory authority of the State.

Clause 14.10(1) The Parties consent to the State granting grazing licences under section 91 of the LAA to CPC or its nominee, in accordance with the State's obligations under the Land Exchange Agreement, within any area surrendered under clause 54.1 other than the Community Living Areas, the East Kununurra Additional Area, Kununurra Additional 29 Acquisition Area, the Government Land Acquisition Area, Zimmerman Area, Weaber Area, Livistona Area, Pincombe Area and Ningbing West Area.

Clause 14.10(2) The Parties consent to the State granting licences, easements or rights of way to CPC or its nominee within any part of the areas the subject of clause 14.10(1) in accordance with clause 54.3.

Clause 14.10(3) The Parties consent to the State granting an easement over part of the Ord West Bank Development Area (except any part of that area falling within the Ord West Bank Special Buffer Area A, Ord West Bank Special Buffer Area B or the Old Station Billabong Buffer Area) to allow access from the Ivanhoe Crossing to the CPC Freehold Area.

Clause 15(1) If freehold has been transferred to the MG Corporation under clause 14.3(1)(a)-(c) then the Parties consent to the State issuing a taking order under the LAA to extinguish native title in an area the subject of such a freehold title for the purposes of agriculture provided that:

- (a) the taking order is consistent with the laws of the State and any environmental conditions or approvals relating to the Buffer Areas; and
- (b) that the area the subject of the taking order does not include or is not reasonably expected to include Aboriginal Sites.

Note: This does not affect rights as a holder of freehold title.

Clause 15(2) Part 2 Division 3 Subdivision P of the NTA does not apply in relation to anything done under clause 15(1).

Attachments to the entry

[WI2005_003 - Area Description.pdf](#)

[WI2005_003 - Schedule 2 Maps 1, IA and 1B.pdf](#)

[WI2005_003 - Schedule 2 Map 2.pdf](#)
[WI2005_003 - Schedule 2 Maps 2A, 2B, 2C and 2D.pdf](#)
[WI2005_003 - Schedule 2 Maps 3 and 3A.pdf](#)
[WI2005_003 - Schedule 2 Map 4.pdf](#)
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[WI2005_003 - Schedule 2 Map 15.pdf](#)