



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2014/009
<b>Short name</b>	Nyangumarta PBC KSCS ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	17/10/2014
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Broome, Shire of East Pilbara

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## Description of the area covered by the agreement

The ILUA area is defined in clause 2.1 as meaning 'the Eighty Mile Beach Marine Park Intertidal Area, the Kujunguru Warrarn Conservation Reserve Area (or Kujunguru Warrarn Conservation Park Area and Kujunguru Warrarn Nature Reserve Area) and the Walyarta Conservation Reserve Area (or Walyarta Conservation Park Area).

[Maps of the agreement area are contained in Schedule 2 of the agreement. A copy of Schedule 2 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 agreement area covers about 2114 sq km and is located about 160 kms north east of Port Hedland.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Minister for Lands
<b>Contact address</b>	c/- State Solicitor for Western Australia Level 24, 28 Barrack Street Perth WA 6000

### *Other Parties*

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<b>Party name</b>	Chief Executive Officer of the Department of Parks and Wildlife
<b>Contact address</b>	c/- State Solicitor for Western Australia Level 24, 28 Barrack Street Perth WA 6000

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<b>Party name</b>	Conservation Commission of Western Australia
<b>Contact address</b>	c/- State Solicitor for Western Australia Level 24, 28 Barrack Street Perth WA 6000

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<b>Party name</b>	Marine Parks and Reserves Authority
<b>Contact address</b>	c/- State Solicitor for Western Australia Level 24, 28 Barrack Street Perth WA 6000

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**Party name** Minister for Environment  
**Contact address** c/- State Solicitor for Western Australia  
Level 24, 28 Barrack Street  
Perth WA 6000

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**Party name** Nyangumarta Warrarn Aboriginal Corporation RNTBC  
**Contact address** c/- Yamatji Marlpa Aboriginal Corporation  
PO Box 3072  
249 Hay Street  
East Perth WA 6892

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**Party name** The State of Western Australia  
**Contact address** c/- State Solicitor for Western Australia  
Level 24, 28 Barrack Street  
Perth WA 6000

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**Period in which the agreement will operate**

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**Start date** not specified

**End Date** not specified

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6.1 (a) Clauses 2, 3, 4, 5, 6, 7, 15.2, 18, 19, 20, 21, 22, 23, 24, 26, 27 and 28 have force and effect from the Execution Date [21 May 2014].

(b) The provisions of this Agreement, other than those referred to in 6.1(a), have force and effect from the Commencement Date [the date on which this Agreement is registered on the Register of Indigenous Land Use Agreements].

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

- (a) clause 5.6 comes into effect; or
- (b) all Parties agree in writing to end the Agreement; or
- (c) the Determination is revoked in accordance with the Native Title Act; or
- (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) where a Replacement Agreement comes into effect in accordance with clause 19.6.

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

**8. Consent to Future Acts**

**8.1 Future Acts**

For the purposes of section 24EB of the Native Title Act, and having regard to clause 9.1 and subject to clauses 8.6 and 8.7, the Parties irrevocably consent to the Future Acts set out in clause 8.2, 8.3 and 8.4 to the extent that they are future acts, with the intent that such statements of consent satisfy the requirements of section 24EB(1)(b) of the Native Title Act.

**8.2 Consent to Marine Park**

For the purposes of section 24EB of the Native Title Act, the Parties irrevocably consent to the reservation of the Eighty Mile Beach Marine Park Intertidal Area for the purposes of "Marine Park" under section 13 of the Conservation and Land Management Act, the classification of that reserve as "class A" and the vesting of that reserve in the Marine Authority under section 7 of the Conservation and Land Management Act.

**8.3 Consent to Terrestrial Conservation Estate if no legislative amendment**

(a) This clause applies in respect of a Future Act referred to herein, if, the relevant Future Act is done prior to the commencement of the legislative amendments referred to in clause 8.4(a).

(b) For the purposes of section 24EB of the Native Title Act, the Parties irrevocably consent to:

(1) subject to clause 8.7, the reservation of the Walyarta Conservation Reserve Area under section 41 of the Land Administration Act for the purpose of "Conservation" and the placing of care, control and management of the Walyarta Conservation Reserve (Nyangumarta Part) by order under section 46 of the Land Administration Act, jointly with the Conservation Commission and the PBC; and

(2) the reservation of the Kujungurru Warrarn Conservation Reserve Area and, subject to clause 8.6, the Significant Coastal Areas, under section 41 of the Land Administration Act for the purpose of "Conservation" and the placing of care, control and management of the Kujungurru Warrarn Conservation Reserve, by order under section 46 of the Land Administration Act, jointly with the Conservation Commission and the PBC.

**8.4 Consent to Terrestrial Conservation Estate post legislative amendment**

(a) This clause applies if legislative amendments are made to provide, in effect, that:

(1) Nature Reserves and Conservation Parks may be vested jointly in the Conservation Commission and another body or person; or

(2) that care, control and management of Nature Reserves and Conservation Parks may be placed jointly with the Conservation Commission and another body or person.

(b) For the purposes of section 24EB of the Native Title Act, the Parties irrevocably consent to the following Future

Acts (as applicable):

- (1) where the Walyarta Conservation Reserve (Nyangumarta Part) has already been reserved, the purpose of that reserve being changed from "Conservation" to "Conservation Park" and the vesting of the Walyarta Conservation Park (Nyangumarta Part) in, or placement of care, control and management of that reserve with, the Conservation Commission jointly with the PBC; and
- (2) where the Walyarta Conservation Reserve (Nyangumarta Part) has not already been reserved, the reservation of the Walyarta Conservation Park Area for the purpose of "Conservation Park" and the vesting of the Walyarta Conservation Park (Nyangumarta Part) in, or placement of care, control and management of that reserve with, the Conservation Commission jointly with the PBC; and
- (3) the reservation of the Kujungurru Warran Conservation Park Area and, subject to clause 8.6, the Significant Coastal Areas for the purposes of "Conservation Park" and the vesting of the Kujungurru Warran Conservation Park in, or placement of care, control and management of that reserve with, the Conservation Commission jointly with the PBC; and
- (4) the reservation of the Kujungurru Warran Nature Reserve Area and, subject to clause 8.6, the Significant Coastal Areas for the purpose of "Nature Reserve" and the vesting of the Kujungurru Warran Nature Reserve in, or placement of care, control and management of that reserve with, the Conservation Commission jointly with the PBC.

#### 8.5 Agreement to Future Acts includes exercise of rights

For the avoidance of doubt the consents to the doing of the Future Acts referred to in clauses 8.2, 8.3 and 8.4 include consent to:

- (a) in respect of land that is wholly or partly within the Conservation Estate, the granting, issue or creation of any Tenure; and
- (b) the exercise of any right or the discharge of any obligation, now and in the future, under:
  - (1) the Conservation and Land Management Act and the Wildlife Conservation Act and any regulations made under those Acts; and
  - (2) any Tenure; and
- (c) the exercise, now and in the future, of the various powers and functions under the Conservation and Land Management Act and the Wildlife Conservation Act and any regulations made under those Acts, including the preparation and approval of any management plan(s) for those parts of the reserves comprising the ILUA Area; and
- (d) the exercise of any right or the discharge of any obligation, now and in the future that:
  - (1) arises under other applicable legislation as a consequence of the creation of the Conservation Estate; and
  - (2) is not exercised for the commercial benefit of a third party,but only to the extent that the Future Acts in paragraphs (a), (b), (c) and (d) are done within the Conservation Estate.

#### 8.6 Opt-out - Significant Coastal Areas

- (a) Subject to paragraph (d), at any time prior to the last Business Day of June 2015, the PBC may, by Notice given under clause 24, withdraw consent to the Future Acts referred to in:
  - (1) clause 8.3(b)(2), to the extent that it relates to the reservation and placement of the Significant Coastal Areas; and
  - (2) clauses 8.4(b)(3) and 8.4(b)(4) to the extent that they relate to the reservation and the vesting or placement of the Significant Coastal Areas.
- (b) If the PBC withdraws its consent in accordance with paragraph (a), it is to be taken that, for the purposes of section 24EB of the Native Title Act, all the Parties have withdrawn consent.
- (c) If no Notice is given under paragraph (a) within the time frame referred to in paragraph (a), the Parties' consent may not be withdrawn.
- (d) The PBC may, by notice given under clause 24, waive its rights under paragraph (a) and such waiver will take effect as if all Parties have given notice under this paragraph (d).
- (e) The State Parties shall not do the Future Acts referred to in clause 8.3(b)(2) and 8.4(b)(4) until the expiry of the period of time referred to in paragraph (a) unless paragraph (d) applies.

#### 8.7 Opt-out - Walyarta Conservation Reserve

- (a) Subject to paragraph (d), at any time prior to the last Business Day of June 2015, the PBC may, by Notice given under section 24, withdraw consent to the Future Acts referred to in clauses 8.3(b)(1), 8.4(b)(1) and 8.4(b)(2).
- (b) If the PBC withdraws its consent in accordance with paragraph (a), it is to be taken that, for the purposes of section 24EB of the Native Title Act, all the Parties have withdrawn consent.
- (c) If no Notice is given under paragraph (a) within the time frame referred to in paragraph (a), the Parties' consent may not be withdrawn.
- (d) The PBC may, by notice given under clause 24, waive its rights under paragraph (a) and such waiver will take effect as if all Parties have given notice under this paragraph (d).
- (e) The State Parties shall not do the Future Acts referred to in clauses 8.3(b)(1), 8.4(b)(1) and 8.4(b)(2) until the expiry of the period of time referred to in paragraph (a) unless paragraph (d) applies.

### 9 Effect on Native Title

#### 9.3 No Native Title Act procedures required

- (a) In respect of the ILUA Area the future act provisions in Part 2 Division 3 of the Native Title Act (other than Subdivision C) do not apply to the Future Acts referred to in clauses 8.2, 8.3, 8.4 and 8.5 and those Future Acts are valid if done in accordance with this Agreement whether or not the provisions of Part 2 Division 3 of the Native Title Act would otherwise apply.
- (b) For the avoidance of doubt, this clause does not affect the application of the provisions of Part 2 Division 3 of the Native Title Act to those parts of the Agreement Area referred to in clause 4 that do not comprise the ILUA Area.

### 2.1 General definitions

Agreement means this Agreement and includes the Schedules.

Agreement Area means the area to which the Agreement applies as set out in clause 4.

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

Conservation Estate means the Eighty Mile Beach Marine Park (Nyangumarta Part); Kujungurru Warrarn Conservation Reserve (or Kujungurru Warrarn Conservation Park and Kujungurru Warrarn Nature Reserve, as the case may be); and Walyarta Conservation Reserve (Nyangumarta Part) (or Walyarta Conservation Park (Nyangumarta Part) as the case may be) as shown on Map 1 in Schedule 2.

Eighty Mile Beach Marine Park Intertidal Area means the waters within the Determination Area, between the lowest astronomical tide and the high water mark to be reserved under section 13 of the Conservation and Land Management Act for the purpose of Marine Park, and which are described in Schedule 1 and shown on Maps 2, 2a, 2b and 2c in Schedule 2.

Future Acts means the future acts consented to in clause 8.

ILUA Area means the Eighty Mile Beach Marine Park Intertidal Area, the Kujungurru Warrarn Conservation Reserve Area (or Kujungurru Warrarn Conservation Park Area and Kujungurru Warrarn Nature Reserve Area) and the Walyarta Conservation Reserve Area (or Walyarta Conservation Park Area), in respect of which areas the PBC consents to the Future Acts referred to in clause 8.

Kujungurru Warrarn Conservation Park means the land in respect of the Kujungurru Warrarn Conservation Park Area, following reservation under section 41 of the Land Administration Act for the purpose of "Conservation Park".

Kujungurru Warrarn Conservation Park Area means the land to be reserved under section 41 of the Land Administration Act for the purpose of "Conservation Park", which is described in Schedule 1 and shown on Maps 3, 3a, 3b and 3c in Schedule 2 and which falls within the Determination Area.

Kujungurru Warrarn Conservation Reserve means the land in respect of the Kujungurru Warrarn Conservation Reserve Area, following reservation under section 41 of the Land Administration Act for the purpose of "Conservation" and to which the Conservation and Land Management Act applies by section 5(1)(h) of the Act.

Kujungurru Warrarn Conservation Reserve Area means the land to be reserved under section 41 of the Land Administration Act for the purpose of "Conservation" and to which the Conservation and Land Management Act will apply by section 5(1)(h) of that Act, and which is described in Schedule 1 and shown on Maps 4, 4a, 4b and 4c in Schedule 2 and which falls within the Determination Area.

Kujungurru Warrarn Nature Reserve means the land in respect of Kujungurru Warrarn Conservation Nature Reserve Area, following reservation under section 41 of the Land Administration Act for the purpose of "Nature Reserve".

Kujungurru Warrarn Nature Reserve Area means the land to be reserved under section 41 of the Land Administration Act for the purpose of "Nature Reserve", and which is described in Schedule 1 and shown on Maps 3, 3a, 3b and 3c in Schedule 2 and which falls within the Determination Area.

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

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

State Parties means the State, Minister for Lands, Minister, Conservation Commission, Marine Authority and CEO.

Significant Coastal Areas means the areas of unallocated crown land which are identified in Schedule 3 of the Determination and which are described in Schedule 1 and shown on Maps 3, 3a, 3b and 3c (in the Kujungurru Warrarn Conservation Park and Conservation Warrarn Nature Reserve) and Maps 4, 4a, 4b and 4c (in the Kujungurru Warrarn Conservation Reserve) in Schedule 2 and which fall within the Determination Area.

Tenure means, in respect of the area of land that is wholly or partly within the Conservation Estate, any lease, licence, permit or other authority which is granted, issued or created under the Conservation and Land Management Act or the Wildlife Conservation Act and any regulations made under those Acts, following the creation of any Conservation Estate.

Walyarta Conservation Reserve (Nyangumarta Part) (or Walyarta Conservation Park (Nyangumarta Part)) means the land in respect of the Walyarta Conservation Reserve Area (or the Walyarta Conservation Park Area as the case may be), following reservation under section 41 of the Land Administration Act for the purpose of "Conservation" (or "Conservation Park" as the case may be).

Walyarta Conservation Reserve Area (or Walyarta Conservation Park Area) means the land to be reserved under section 41 of the Land Administration Act for the purposes of "Conservation" (or "Conservation Park" as the case may be) which is described in Schedule 1 and shown on Map 5 in Schedule 2 and which falls within the Determination Area.

Wildlife Conservation Act means the Wildlife Conservation Act 1950 (WA)

## **Attachments to the entry**

[2014\\_08\\_12 Schedule 2 Plans.pdf](#)