



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2016/010
Short name	Wanparta ILUA
ILUA type	Body Corporate
Date registered	13/01/2017
State/territory	Western Australia
Local government region	Shire of East Pilbara

Description of the area covered by the agreement

'Agreement Area' means the land the subject of Lot 567 as shown on Deposited Plan 77466.

[A map and description of the agreement area is contained in Schedule 1 of the agreement. A copy of 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 Agreement Area covers 1.32 sq km and lies north of the Great Northern Highway about 12 km north east of the Pardoo Roadhouse].

Parties to agreement

Applicant

Party name	The State of Western Australia acting through the Minister for Lands, a body corporate under section 7(1) of the Land Administration Act 1997
Contact address	PO Box 1143 West Perth WA 6872

Other Parties

Party name	Wanparta Aboriginal Corporation RNTBC
Contact address	c/- Maclean Legal Suite 156, Level 2, Equus Building 580 Hay Street Perth WA 6000

Period in which the agreement will operate

Start date not specified

End Date not specified

2.1 This Agreement commences on the Execution Date, except for clause 3 and 5 which will commence on the Commencement Date, and binds each of the Parties, their successors and permitted assigns.

2.2 This Agreement shall terminate on the occurrence of whichever of the following events is the first to occur:

- (a) where clause 7.6 (dealing with the consequences of non-registration) occurs;
- (b) where all Parties agree in writing to end the Agreement; or
- (c) where the Agreement is removed from the ILUA Register by the Native Title Registrar in accordance with section 199C of the NTA.

'Commencement date' means the date on which this Agreement is registered and entered on the ILUA Register.

'Execution Date' means the date of the execution of this Agreement by the last of the Parties to execute it.

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

3.2 Each Party consents to the following land transactions with the intent that such statement of consent satisfies the requirements of section 24EB(1)(b):

- (a) the grant of the Lease;
- (b) the exercise from time to time of all rights granted or created by the Lease, including the grant by the RNTBC of any sublease and any other rights or interests permitted under the Lease; and
- (c) the carrying out of any activity permitted by the grants referred to above, (each a Land Transaction and together the Land Transactions).

3.5 (a) The Non-Extinguishment Principle applies to the Land Transactions referred to in clause 3.2.

3.6 (a) The Right to Negotiate Procedure does not apply to any of the Land Transactions referred to in clause 3.2, with the intent that such statement satisfies the requirement of section 24EB(1)(c) of the NTA.

(b) For the avoidance of doubt, no other procedural requirements in Part 2 Division 3 of the NTA apply to the Land Transactions described in clause 3.2.

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

'Land Transactions' has the meaning given to that term in Clause 3.2.

'Lease' means the lease of Crown land, proposed to be granted by the Minister for Lands under section 83 of the LA Act to the RNTBC over the whole of the Leased Premises substantially in the form set out in Schedule 2.

'Leased Premises' means the land the subject of Lot 567 on Deposited Plan 77466 and being the land comprised in Certificate of Crown Land Title Volume 3165 Folio 321, limited in depth to 30 metres.

Attachments to the entry

[WI2016_010 Schedule 1 Area Agreement - Maps and Technical Description.pdf](#)