



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2016/016
Short name	Napier Downs Station ILUA
ILUA type	Body Corporate
Date registered	25/07/2017
State/territory	Western Australia
Local government region	Shire of Derby-West Kimberley

Description of the area covered by the agreement

13.1(c) 'Agreement area' means the area of the Pastoral Lease set out in Annexure A of this Agreement as varied from time to time in accordance with the terms of this Agreement.

(q) 'Pastoral Lease' means pastoral leases [N049855 and N049720] identified as Napier Downs Station and any extension, or renewal, re-issue or replacement of any such pastoral lease whether granted, extended or renewed as at the date of this Agreement or any time during the Term of this Agreement.

[A map of the agreement area is contained in Annexure A of the agreement. A copy of Annexure A and a written description 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 474.4 sq km, approximately 90km north west of Fitzroy Crossing Townsite.]

Parties to agreement

Applicant

Party name	Napier Corporation Pty Ltd
Contact address	c/- Cornerstone Legal PO Box 1620 Canning Vale WA 6970

Other Parties

Party name	Bunuba Dawangarri Aboriginal Corporation RNTBC
Contact address	c/- Kimberley Land Council PO Box 2145 Broome WA 6725

Period in which the agreement will operate

Start date not specified

End Date not specified

1.2 This Agreement commences on the Commencement Date and will continue to have effect for the Term.

8.1 This Agreement automatically terminates and the Parties will have no further rights or obligations pursuant to this Agreement where:

- (a) the Pastoral Lease comes to an end without any renewal, re-grant or substitution in accordance with this Agreement; or
- (b) by written mutual agreement of all the Parties.

8.2 If requested by either Party, this Agreement will be the subject of a review by the Pastoralists, the PBC and the Bunuba People meeting together where practicable:

- (a) on the expiry of 2 years from the Commencement Date; and
- (b) every 2 years thereafter during the month of the anniversary of the Commencement Date.

13.1(h) 'Commencement Date' means:

- (i) To the extent that this Agreement has force as a contract, the date on which this Agreement has been executed by all of the Parties to it; and
- (ii) To the extent that this Agreement has force as an Indigenous Land Use Agreement, upon its Registration as an Indigenous Land Use Agreement.

(w) 'Term' means the period commencing on the Commencement Date and ending on the date that this Agreement is terminated in accordance with clause 8 of this Agreement.

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

The agreement includes no statements mentioned in subsection 24EB(1) or 24EBA(1) or (4)

Attachments to the entry

[WI2016_016 Annexure A Agreement Area.pdf](#)

[WI2016_016 Attachment A Technical Description.pdf](#)