



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2017/006
<b>Short name</b>	Bunuba Conservation Parks ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	16/05/2017
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Derby-West Kimberley

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## Description of the area covered by the agreement

"ILUA Area" means the:

- (a) King Leopold Ranges Conservation Park (Bunbua Part);
- (b) King Leopold Ranges Additional Area; and
- (c) Windjana Gorge Conservation Park Area; and
- (d) Future Areas, as shown on map 1 of Schedule 1.

'Future Areas' means the land which may be added to the King Leopold Ranges Conservation Park (Bunbua Part), Windjana Gorge National Park or Windjana Gorge Conservation Park, as the case may be, in accordance with clause 7.4, and as described in Item 10 of Schedule 2 and shown on Maps 4 and 5 of Schedule 3, and which falls within the determination area.

[A map of the ILUA area is contained in Schedule 1 of the agreement. Maps of the Future areas are contained in Schedule 3 of the agreement. The written description of the agreement area is contained in Schedule 2 of the agreement. A copy 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 covers about 1,726 sq km in the vicinity of Leopold Range and Fairfield – Leopold Range Road approximately 150km east of Derby.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	The State of Western Australia
<b>Contact address</b>	c/- State Solicitor's Office David Malcolm Justice Centre 28 Barrack Street Perth WA 6000

### *Other Parties*

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<b>Party name</b>	Bunuba Dawangarri Aboriginal Corporation (RNTBC)
<b>Contact address</b>	c/- Kimberley Land Council 11 Gregory Street Broome WA 6725

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<b>Party name</b>	CEO of the Department of Parks and Wildlife, acting through the Conservation and Land Management Executive Body
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**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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

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**Party name** Minister for Environment  
**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Minister for Lands  
**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
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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5.1 (a) Clauses 1, 2, 3, 4, 5, 6, 16, 18, 19, 20, 22, 23, 24, 25 and 26 have force and effect from the Execution Date.  
(b) The provisions of this Agreement, other than those referred to in clause 5.1(a), have force and effect from the Commencement Date.

5.2 Subject to clause 5.3, this Agreement continues indefinitely.

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

- (a) clause 4.6 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 Native Title Act; or
- (e) a Replacement Agreement comes into effect in accordance with clause 17.5(b).

"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 executed by all Parties [being 24 January 2017].

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

7.1 (a) The Parties acknowledge that:

(1) the conservation park reserve comprising the King Leopold Ranges Conservation Park (Bunuba Part) is noted as an 'Other Rights and Interests' in paragraph 12 and Schedule 8 of Determination #2 as a non vested reserve;

(2) the King Leopold Ranges Conservation Park (Bunuba Part), on being reserved for the reserve purpose of "conservation park" under the Land Administration Act vested, by operation of statute, in the Conservation Commission of Western Australia, the predecessor to the Commission and later transitioned to be vested in the Commission; and

(3) as noted in clauses 10 and 11, it is intended that the King Leopold Ranges Conservation Park (Bunuba Part), including the King Leopold Ranges Additional Area, will jointly vest with the Commission and BDAC and be jointly managed by the CEO and BDAC.

(b) In order to put beyond doubt the validity of the exercise of powers, rights and obligations by persons on whom the power, right or obligation is conferred by reason of the King Leopold Ranges Conservation Park (Bunuba Part) being land to which the Conservation and Land Management Act applies since its vesting in the Commission (and its predecessor before it), each Party agrees to validating the:

(1) vesting of King Leopold Ranges Conservation Park (Bunuba Part) under the Conservation and Land Management Act in the Commission (and its predecessor before it); and

(2) exercise of any power, right or obligation created by, or done consequently to King Leopold Ranges Conservation Park (Bunuba Part) vesting in the Commission (and its predecessor before it), by a person on whom the power, right or obligation is conferred, with the intent that such statement of agreement to validity satisfies the requirements of section 24EBA(1)(a) of the Native Title Act.

7.2 The Parties irrevocably consent to all acts involved in adding, pursuant to section 45 of the Land Administration Act, King Leopold Ranges Additional Area to the King Leopold Ranges Conservation Park.

7.3 The Parties irrevocably consent to all acts involved in:

- (a) creating the Windjana Gorge Conservation Park by reservation of Windjana Gorge Conservation Park Area by the Minister for Lands under section 41 of the Land Administration Act for the purpose of "conservation park"; and
- (b) the Joint Vesting of the Windjana Gorge Conservation Park in the Commission and BDAC.

7.4 (a) Subject to subclause (d), BDAC consent to any of the lands comprising the Future Areas that the State Parties decide at any time, and from time to time, after the Commencement Date, should be reserved as "national park" or "conservation park" as the case may be, to be added to any of the existing National Parks or Conservation Parks:

- (1) being reserved by the Minister for Lands under section 41 of the Land Administration Act for the purpose of "national park" or "conservation park" as the case may be; and
  - (2) being jointly vested in the Commission and BDAC under section 8AA(4) of the Conservation and Land Management Act.
- (b) The State must give prior written notice to BDAC of its intention to create a national park or conservation park over the relevant part of the Future Areas (State Notice).
- (c) The State Notice must include a clear description of the relevant part of the Future Areas (relevant areas) that it [sic] are intended to be created as a national park or conservation park.
- (d) BDAC may revoke the consent given in subclause (a) in respect of the proposed creation of a national park or conservation park over the relevant area identified in the State Notice (relevant future act) within six (6) months of and including the date of the State Notice by serving written notice on the State advising that consent to the relevant future act is revoked (BDAC Notice).
- (e) If the State receives a BDAC Notice within the time specified in subclause (d), the relevant future act dealt with by the BDAC Notice may not be done by the State Parties and the consent of BDAC given in subclause (a) ceases in respect of the relevant area the subject of the relevant State Notice and subsequent BDAC Notice.
- (f) If the State does not receive the BDAC Notice within the time specified in subclause (d), the State Parties may proceed with the relevant future act without any further notice or consultation with BDAC.
- (g) To avoid doubt and subject to what subclause (d) provides, the Parties acknowledge that more than one State Notice may be issued in respect of the Future Areas.

7.5 In the event that any of the following acts done wholly or partly within the ILUA Area (but only to the extent that the act is done within the ILUA Area) is a future act, the Parties irrevocably consent to, in respect of any land that is wholly or partly within the ILUA Area:

- (a) 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 plans; and
- (d) 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 conservation park.

7.7 (a) The non-extinguishment principle applies to the Future Acts referred to in clauses 7.1, 7.2, 7.3 and 7.4.

7.9 (a) In respect of the ILUA Area, the future act provisions in Part 2, Division 3 of the Native Title Act (other than Subdivision B) do not apply to the Future Acts referred to in clauses 7.1, 7.2, 7.3 and 7.4 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 apply to any future acts other than the Future Acts.

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

'Future Act' means the future acts consented to in clause 7.

'Tenure' means, in respect of the ILUA Area, any 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 and includes a Bunuba CALM Act Lease but not any other lease, following the creation of, or in respect of, any part of the ILUA Area forming part of the Conservation Estate.

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

**Attachments to the entry**

[Schedule 1 Map of ILUA Area](#)

[Schedule 2 Land Descriptions.pdf](#)

[Schedule 3 Maps of Future Areas.pdf](#)