



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2017/010
<b>Short name</b>	Ngarlawangga and Prairie Downs ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	05/05/2017
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Meekatharra

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## Description of the area covered by the agreement

"Agreement Area" means those parts of the Determination as set out in Schedule B.

[A description of the agreement area is contained in Schedule B of the agreement. A map of the agreement area is contained in Schedule C of the agreement. A copy of Schedules B and C 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 1,575 sq km approximately 35 sq km south west of Newman.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Sunblade Holdings Pty Ltd
<b>Contact address</b>	c/- M Watts Legal 7 Yalgan Pass Canning Vale WA 6155

### *Other Parties*

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<b>Party name</b>	Ngarlawangga Aboriginal Corporation
<b>Contact address</b>	c/- Ngurra Burna Level 8, 12-14 The Esplanade Perth WA 6000

## Period in which the agreement will operate

**Start date** not specified

**End Date** not specified

21.1 The term of this agreement commences on the Commencement Date.

21.2 Except for the obligations arising under clause 22 below and obligations accrued before termination, this agreement will come to an end and the Parties will be released from further compliance with its terms:

- (a) when the Pastoral Lease comes to an end; or
- (b) by the written mutual agreement of all the Parties, whichever happens first.

"Commencement Date" means:

- (a) 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
- (b) to the extent that this agreement has force as an Indigenous Land Use Agreement, upon its Registration as an Indigenous Land Use Agreement.

"Execution Date" means the date on which this agreement has been executed by all the parties.

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

4.2(a) For the purposes of subsection 24EB(1) of the NTA, the Ngarlawangga People and the PBC consent to the doing of the future acts provided for in this agreement, subject to the terms of this agreement.

(b) The Ngarlawangga People and the PBC consent to the doing of the following classes of future acts but only to the extent and in the terms of clause 12 of this agreement ("Agreed Future Acts"):

- i) the renewal, re-making, extension, replacement or re-grant of the Pastoral Lease from time to time;
  - ii) the grant of a licence, permit or authorisation from time to time (including any amendment or renewal, re-making, extension, replacement or re-granting of the Pastoral Lease) to conduct activities for agricultural purposes (including the diversification and intensification of pastoral related activities) on the Pastoral Lease;
  - iii) the grant of leases, licences and permits from time to time to conduct Low Impact Tourism activity in the Pastoral Lease; and
  - iv) the grant of a Pastoral Lease from time to time in relation to all or part of the Stock Routes or Reserves.
- (e) The Parties intend that Subdivision P of Division 3, Part 2 of the NTA not apply to any of the Agreed Future Acts.

"Low Impact Tourism" includes:

- (a) Farm Tourism Activity (for pastoral-based tourism and may include activities such as station-stay accommodation and tours of the Pastoral Lease); and
- (b) using specified land under the Pastoral Lease for non-pastoral-based tourism at buildings or facilities already existing on the Pastoral Lease at the Commencement Date.

Low Impact Tourism recognises principles of ecologically sustainable development and displays sensitivity to the area in which it operates. Low Impact Tourism does not include the tourism referred to in section 24GB(3) of the NTA nor any form of tourism that teaches or purports to teach aspects of Aboriginal culture.

"Stock Routes" means those stock routes in the Determination Area as set out in Schedule B.

## Attachments to the entry

[Schedule B - Description of the Agreement Area.pdf](#)

[Schedule C - Map of the Agreement Area.pdf](#)