



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2018/005
Short name	Mininer Station ILUA
ILUA type	Body Corporate
Date registered	06/08/2018
State/territory	Western Australia
Local government region	Shire of Ashburton, Shire of Meekatharra

Description of the area covered by the agreement

"Agreement Area" means those parts of the area of the Determination as set out in Schedule B. A map of the Agreement Area is set out 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 consists of three parts covering about 1775 sq km and is located approximately 6 km south west, 6 km and 10 km east of Paraburdoo.]

Parties to agreement

Applicant

Party name	Wendy Ruth Harvey
Contact address	c/- Cornerstone Legal Suite 1, Level 2, 280 Bannister Road Canning Vale WA 6155

Other Parties

Party name	Yinhawangka Aboriginal Corporation
Contact address	c/- Yamatji Marlpa Aboriginal Corporation 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(a) The term of this agreement commences on the Commencement Date.

21.2(a) Except for the obligations arising under clause 22 [Confidentiality] 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:

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

"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.

"Pastoral Lease" means pastoral lease N49718L being Mininer Station and any extension, renewal, re-grant, remaking or replacement of any such pastoral lease whether granted, extended, re-granted, remade, renewed or replaced as at the date of this agreement or any time during the term of this agreement and includes any pastoral lease granted from time to time in relation to the area of the Stock Route and Reserves.

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 [Native Title Act 1993 (Cth)], the Yinhawangka People and the PBC consent to the doing of the future acts provided for in this agreement, subject to the terms of this agreement.

4.2(b) The Yinhawangka People and the PBC consent to the doing of the following classes of future acts:

- (i) the renewal, re-making, extension, replacement or re-grant of the Pastoral Lease from time to time, including for a term that is longer than the current term;
- (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 Pastoral Lease from time to time in relation to all or part of the Stock Routes or Reserves, to the extent and in the terms of clause 12 of this agreement ("Agreed Future Acts").

4.2(e) The Parties intend that Subdivision P of Division 3, Part 2 of the NTA not apply to any of the Agreed Future Acts.

12.1(a) The PBC agrees to the renewal, re-making, extension, replacement or re-grant of the Pastoral Lease from time to time for any term, including a term longer than the existing term of the Pastoral Lease, or the substitution or replacement of the Pastoral Lease with a different form of pastoral leasehold tenure made available to the Pastoralists in substitution for, or as an alternative to, the renewal of the Pastoral Lease, provided (subject to clauses 4.2(b)(iv) and 12.3(b)(ii)) it does not provide any greater rights other than an extension of the length of the term and provided it does not cover any greater area.

12.2(a) The PBC consents to the grant to the Pastoralist, or a person nominated by the Pastoralist, of:

- (i) leases, licences and permits authorising Low Impact Tourism and associated activity on the Pastoral Lease; and
- (ii) leases, licences and permits authorising the construction or renovation and operation of buildings, infrastructure and facilities for the purposes of Low Impact Tourism.

12.3(b)(ii) The PBC agrees to the grant of the Pastoral Lease or other non-extinguishing tenure (excluding grazing licences granted pursuant to the Land Administration Act 1997) from time to time in respect of the area of the Stock Routes and Reserves.

"Determination" means the native title determination in relation to the Agreement Area in the terms set out in Schedule A to this agreement.

"Farm Tourism Activity" has the same meaning as under section 24GB of the NTA.

"Low Impact Tourism" includes:

- (i) Farm Tourism Activity (for pastoral-based tourism and may include activities such as station-stay accommodation and tours of the Pastoral Lease); and
- (ii) 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.

"PBC" means the Yinhawangka Aboriginal Corporation a prescribed body corporate for the purposes of section 56 of the NTA which holds communal or group rights and interests in trust for the Yinhawangka People.

"Reserves" means those reserves in the Determination Area as set out in Schedule B.

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

Attachments to the entry

[WI2018_005 Schedule B Description of the agreement area.pdf](#)

[WI2018_005 Schedule C Map of the agreement area.pdf](#)