



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2018/008
<b>Short name</b>	Kandiwal ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	31/07/2018
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Wyndham-East Kimberley

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## Description of the area covered by the agreement

"Agreement Area" means the land and waters of Reserve 42512, Reserve 42513 and Reserve 42514 as depicted on the maps annexed to Schedule 1.

[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 covers about 85 sq km located on the Mitchell Plateau consisting of Reserves 42512, 42513 and 42514]

## 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>	Aboriginal Lands Trust (ALT)
<b>Contact address</b>	c/- State Solicitor's Office David Malcolm Justice Centre 28 Barrack Street Perth WA 6000

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<b>Party name</b>	Kandiwal Aboriginal Corporation (KAC)
<b>Contact address</b>	c/- Savu Esq Lawyer & Mediator 9 Sunseeker Chase Point Cook VIC 3030

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<b>Party name</b>	Kandiwal Nominees Aboriginal Corporation (KNAC)
<b>Contact address</b>	c/- Savu Esq Lawyer & Mediator 9 Sunseeker Chase Point Cook VIC 3030

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**Party name** Wanjina-Wungurr (Native Title) Aboriginal Corporation RNTBC  
**Contact address** c/- Kimberley Land Council  
PO Box 2145  
Broome WA 6725

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**Party name** Wunambal Gaambera Aboriginal Corporation (WGAC)  
**Contact address** c/- Anchor Legal Commercial Lawyers  
Level 6, 105 St Georges Terrace  
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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This Agreement commences on the Execution Date and binds each of the Parties, their successors and permitted assigns.

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

3.2 (a) Each Party consents to the following acts:

(i) the grant of Lease 42512, Lease 42513 and Lease 42514; and

(ii) the doing of any of the Allowed Acts by KNAC within the Agreement Area, subject to the conditions set out in clause 6.

(c) Each Party consents to the validating of:

(i) the grant of the ALT/KWA Lease to the extent that the grant of the ALT/KWA Lease may have been a Future Act that was done invalidly; and

(ii) any Invalid Act;

with the intent that the statement of agreement to validity satisfies the requirements of section 24EBA(1)(a) of the NTA [Native Title Act 1993 (Cth)].

3.6 (a) The Right to Negotiate Procedure does not apply to any of the acts 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 acts described in clause 3.2.

"Allowed Acts" means the following activities, whether or not they constitute Future Acts: operate tourism ventures; to operate industrial and engineering facilities; to undertake agriculture, horticulture, pastoral, aquaculture, fishery, silviculture and natural product harvesting ventures; to develop transport infrastructure; to sub-let and collect rents; erect dwellings (with ancillary constructions such as patios, garages, sheds, toilets etc), buildings and improvements for community purposes (including education, health, training and capacity building), and construction of any Commercial Improvement.

"ALT/KWA Lease" means the lease of a portion of Lot 25 on Deposited Plan 192910 by the Aboriginal Lands Trust to Kimberley Wilderness Adventures Pty Ltd on 18 May 2010, and any extension or renewal of the lease.

"Commercial Improvement" includes any tourist amenity, facility and associated utility services; any office, shed, yard, retail store (including fuel retail facility), garage, storage, market, workshop, power generation and reticulation, water-making, water storage and reticulation system, waste treatment, aircraft landing area, boat landing, slipway, wharf, road, track, platform, fuel storage, communication facility and reticulation, milling, industrial factory and manufacturing facility.

"Lease 42512" means the lease of Reserve 42512 by the Aboriginal Lands Trust pursuant to a management order made under Part 4 of the LA Act to KNAC, in the form, or substantially in the form, of the draft lease set out in Schedule 2.

"Lease 42513" means the lease of Reserve 42513 by the Aboriginal Lands Trust pursuant to a management order made under Part 4 of the LA Act to KNAC, in the form, or substantially in the form, of the draft lease set out in Schedule 2.

"Lease 42514" means the lease of Reserve 42514 by the Aboriginal Lands Trust pursuant to a management order made under Part 4 of the LA Act to KNAC, in the form, or substantially in the form, of the draft lease set out in Schedule 2.

"Right to Negotiate Procedure" means the procedure under Subdivision P of Division 3 of Part 2 of the NTA.

**Attachments to the entry**

