



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2018/012
Short name	Bellary Springs ILUA
ILUA type	Body Corporate
Date registered	08/01/2019
State/territory	Western Australia
Local government region	Shire of Ashburton

Description of the area covered by the agreement

3.9 This Agreement applies to the Agreement Area.

1.1 "**Agreement Area**" means the land and waters described in Part 1 of Schedule 1 and as shown on the map in Part 2 of Schedule 1.

Schedule 1 Part 1 describes the Agreement Area as "[a]ll that land comprising Lot 134 as shown on Deposited Plan 191256".

[A written description and map of the agreement area is contained in Schedule 1 of the agreement. A copy of Schedule 1 of the agreement is attached to this 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 approx. 8 sq km and includes Lot 134 on DP191256 located approx. 19 km south of Wakathuni and 28 km north east of Paraburdoo.]

Parties to agreement

Applicant

Party name	The Minister for Lands
Contact address	Locked Bag 2506 Perth WA 6001

Other Parties

Party name	Yinhawangka Aboriginal Corporation RNTBC
Contact address	PO Box 94 Paraburdoo WA 6754

Period in which the agreement will operate

Start date	not specified
End Date	not specified

2.1 This Agreement commences on the Execution Date, except for clauses 3 [*Agreement That Future Acts May Be Done*] and 4 [*Compensation*] which will commence on the Commencement Date, and binds each of the Parties, their successors and permitted assigns.

2.2 This agreement shall terminate on the occurrence of whichever of the following events is the first to occur:

- (a) where the Agreement Area Reserve has not been created, or the Management Order for the Agreement Area Reserve has not been granted to the Management Body, by the date that is twelve (12) months from the Commencement Date (with that being the 'date of termination');
- (b) where clause 6.6 (dealing with the consequences of non-registration) occurs;
- (c) where all Parties agree in writing to end the Agreement; or
- (d) where the Agreement is removed from the ILUA Register by the Native Title Registrar in accordance with section 199C of the NTA.

2.3 Subject to clause 2.2, no Party is entitled to terminate this Agreement for any reason, including by reason of breach or repudiation of this Agreement by any Party.

"Agreement Area Reserve" means a Reserve of the Agreement Area for the Reserve Purpose.

"Commencement Date" means the date on which this Agreement is registered and entered on the ILUA Register.

"Execution Date" means the date of the execution of this Agreement by the last of the Parties to execute it.

"LA Act" means the *Land Administration Act 1997* (WA).

"Management Body" means the RNTBC or an Approved Body Corporate notified by the RNTBC and agreed by the Minister for Lands as the entity to have care, control and management of the Agreement Area Reserve.

"Management Order" means a management order granted by the Minister for Lands pursuant to section 46(1) and (3) of the LA Act in respect of the Agreement Area Reserve that:

- (a) includes a power for the Management Body to grant leases and licences and to approve subleases of any part of the Agreement Area Reserve for a purpose consistent with the Reserve Purpose and for a term not exceeding 42 years (including any options to renew for further term); and
- (b) otherwise on the terms and conditions and in the form of the Management Order annexed at Schedule 2, and includes, as the context requires, that Management Order as it may be amended, varied or regranted or replaced from time to time.

"NTA" means the *Native Title Act 1993* (Cth).

"Reserve Purpose" means the purposes of "Yinhawangka People's Social, Cultural and Economic Development".

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

3.2(a) Each Party consents to the Land Transactions with the intent that such statement of consent satisfies the requirements of section 24EB(1)(b) of the NTA in respect of each of them.

(b) For the avoidance of doubt, the consents in clause 3.2(a) includes consent to the doing of any and all things ancillary to the doing of the Land Transactions, with the intent that such statement of consent satisfies the requirement of section 24EB(1)(b) of the NTA in respect of each of those things.

3.6(a) The Right to Negotiate Procedure does not apply to any of the Land Transactions, 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 Land Transactions.

"Land Transactions" means:

- (a) the creation of the Agreement Area Reserve;
- (b) the grant of the Management Order to the Management Body;
- (c) the exercise of, from time to time, by a Party of all rights, powers and obligations to give effect to the acts specified in subclauses (a) and (b).

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

Attachments to the entry

[WI2018_012 Schedule 1 Description and Map of agreement area.pdf](#)