



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2014/016
Short name	Ngarla PBC KSCS ILUA
ILUA type	Body Corporate
Date registered	19/12/2014
State/territory	Western Australia
Local government region	Shire of East Pilbara, Town of Port Hedland

Description of the area covered by the agreement

The ILUA Area is defined in clause 2.1 as 'the Eighty Mile Beach Marine Park Intertidal Area and the Jarrkurnpang Nature Reserve Area'.

[A land description of the ILUA Area is contained in Schedule 1 and maps of the ILUA Area are contained in Schedule 2 of the agreement. A copy of Schedule 1 and 2 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:

Discription of the agreement area: Agreement covers about 147 sq km, about 120 kms north east of Port Hedland.]

Parties to agreement

Applicant

Party name	Wanparta Aboriginal Corporation RNTBC
Contact address	c/- Maclean Legal Suite 156, Level 2 Equus Building, 580 Hay Street Perth WA 6000

Party name	Minister for Lands
Contact address	c/- State Solicitor for Western Australia State Solicitor's Office Level 16, 141 St Georges Terrace Perth WA 6000

Other Parties

Party name The State of Western Australia through the Department of the Attorney General

Contact address c/- State Solicitor for Western Australia
State Solicitor's Office
Level 16, 141 St Georges Terrace
Perth WA 6000

Party name Minister for Environment

Contact address c/- State Solicitor for Western Australia
State Solicitor's Office
Level 16, 141 St Georges Terrace
Perth WA 6000

Party name Conservation Commission of Western Australia

Contact address c/- State Solicitor for Western Australia
State Solicitor's Office
Level 16, 141 St Georges Terrace
Perth WA 6000

Party name Marine Parks and Reserves Authority

Contact address c/- State Solicitor for Western Australia
State Solicitor's Office
Level 16, 141 St Georges Terrace
Perth WA 6000

Party name Chief Executive Officer of the Department of Parks and Wildlife, acting through the Conversation and Land Management Executive Body

Contact address c/- State Solicitor for Western Australia
State Solicitor's Office
Level 16, 141 St Georges Terrace
Perth WA 6000

Period in which the agreement will operate

Start date not specified

End date not specified

6.1 (a) Clauses 2, 3, 4, 5, 6, 7, 16, 17, 18, 19, 20, 21, 22, 24, 25 and 26 have force and effect from the Execution Date [17 July 2014].

6.1 (b) The provisions of this Agreement, other than those referred to in clause 6.1(a), have force and effect from the Commencement Date.

'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.

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

8.1. Future Acts

For the purposes of section 24EB of the Native Title Act, the Parties irrevocably consent to the Future Acts set out in clause 8.2, 8.3 and 8.4, to the extent that they are future acts, with the intent that such statements of consent satisfy the requirements of section 24EB(1)(b) of the Native Title Act.

8.2. Consent to Marine Park

For the purposes of section 24EB of the Native Title Act, the Parties irrevocably consent to the reservation of the Eighty Mile Beach Marine Park Intertidal Area for the purposes of "Marine Park" under section 13 of the Conservation and Land Management Act, the classification of that reserve as "class A" and the vesting of that reserve in the Marine Authority under section 7 of the Conservation and Land Management Act.

8.3. Consent to Jarrkumpang Nature Reserve

For the purposes of section 24EB of the Native Title Act, the Parties irrevocably consent to the reservation of the Jarrkumpang Nature Reserve Area under section 41 of the Land Administration Act for the purpose of "conservation of flora or fauna or both flora and fauna", its classification as Class "A" under section 42 of the Land Administration Act and:

- (a) the vesting of that reserve in the Conservation Commission under section 7 of the Conservation and Land Management Act; and
 - (b) if and when legislative amendments are made to provide, in effect, that:
 - (1) Nature Reserves may be vested jointly in the Conservation Commission and another body or bodies or person or persons; or
 - (2) that care, control and management of Nature Reserves may be placed jointly with the Conservation Commission and another body or person,
- the vesting of that reserve in, or placement of care, control and management of that reserve with the Conservation Commission jointly with the PBC.

8.4. Agreement to Future Acts includes exercise of rights

For the avoidance of doubt the consent to the doing of the Future Acts referred to in clauses 8.2 and 8.3 includes, in respect of an area of land that is wholly or partly within the Conservation Estate, consent to:

- (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, any regulations made under those Acts, including the preparation and approval of any management plan(s) for those parts of the reserves comprising the ILUA Area; 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 creation of the Conservation Estate.

8.7. No Native Title Act procedures required

- (a) In respect of the ILUA Area the future act provisions in Part 2 Division 3 of the Native Title Act (other than Subdivision C) do not apply to the Future Acts referred to in clauses 8.2, 8.3 and 8.4 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 affect the application of the provisions of Part 2 Division 3 of the Native Title Act to those parts of the Agreement Area referred to in clause 4 that do not comprise the ILUA Area.

Attachments to the entry

[WI2014_016 Schedule 1 Land Description.pdf](#)

[WI2014_016 Schedule 2 Plans.pdf](#)