

## **SCHEDULE 1: AGREED FUTURE ACTS**

### **1 RENEWAL OF PASTORAL LEASE**

- (a) The Native Title Holders agree to the renewal, re-making, extension, replacement or regrant 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 Pastoralist in substitution for, or as an alternative to, the renewal of the Pastoral Lease, provided it does not provide any greater rights other than an extension of the length of the term and provided (subject to this Schedule ) it does not cover any greater area than the Pastoral Lease.
- (b) The Pastoralist agrees that the rights of the Native Title Holders in respect of the Agreement Area may continue to be exercised in respect of the Pastoral Lease as renewed, remains, extended or regranted or on any new tenure granted as outlined in 1(a).

### **2 PASTORAL ACTIVITIES**

- (a) The Native Title Holders agree to the grant of all and any leases, licences, permits or authorisations from time to time to conduct activities for agricultural purposes on the Pastoral Lease, including:
  - i) the diversification and intensification of pastoral related activities;
  - ii) carbon sequestration activities that may be permitted to be undertaken on the Pastoral Lease subject to any approvals for the purpose of carbon legislation including the *Carbon Credits (Carbon Farming Initiative) Act 2011* (Cth)
- (b) The Pastoralist agrees that the rights of the Native Title Holders in respect of the Agreement Area may continue to be exercised in respect of the Pastoral Lease.

### **3 GRANTS OF LOW IMPACT TOURISM RIGHTS**

- (a) Nothing in this clause abrogates, restricts or otherwise limits any right or entitlement that the Pastoralist has under any Law including Native Title Law.
- (b) If the Pastoralist, or a person nominated by the Pastoralist, seeks any of the grants in this clause, they must advise the Native Title Holders of that and, subject to paragraph (c), the Native Title Holders consent to such grant of:
  - i) leases, licences and permits authorising Low Impact Tourism and associated activity on the Agreement Area and further or alternatively on any tenure granted to the Pastoralist in accordance with paragraph 2 hereof, subject to referral under the provisions of the NTA; and
  - ii) leases, licences and permits authorising the construction or renovation and operation of buildings, infrastructure and facilities for the purposes of the Low Impact Tourism.
- (c) If the PBC determines (acting reasonably) within 3 months of the notification referred to in paragraph (b) that the proposed use of the area chosen will damage

any Area of Significance, then the Low Impact Tourism activity shall not take place in that area and the Pastoralist and the PBC will negotiate in good faith to find another location for the said activity.

- (d) The Native Title Holders will have the same rights to enter areas of the Agreement Area the subject of future acts described in this sub-clause as they have in relation to the Agreement Area under this Agreement except:
- i) to areas on which buildings and other structures are located and the areas immediately adjacent to them; and
  - ii) to any areas the exclusive use of which is reasonably necessary for the conduct of the Low Impact Tourism activities,

and in any case members of the Native Title Holders will be treated no less favourably than members of the general public who wish to have access to those places.

- (e) The Pastoralist agrees to provide to the PBC not less than 4 months' notice of any Low Impact Tourism activities proposed to be conducted by the Pastoralist on the Agreement Area or on any tenure granted to the Pastoralist in accordance with paragraph 2 hereof prior to the first conduct of each such activity.
- (f) The Pastoralist acknowledges that the Native Title Holders are the holders of knowledge with respect to Areas of Significance and will respect any dissemination of that knowledge by them.
- (g) The Pastoralist will not use any culturally sensitive information provided under this Agreement (including knowledge with respect to Areas of Significance) for tourism purposes without the prior agreement of the PBC or the Native Title Holders.

#### **4 STOCK ROUTES AND RESERVES**

- (a) The Native Title Holders acknowledge the Pastoralist may have rights to use Stock Routes and Reserves.
- (b) The Native Title Holders agree to:
- i) the Pastoralist continuing to use the area of the Stock Routes and Reserves for pastoral purposes; and
  - ii) the grant of the Pastoral Lease or other non-extinguishing tenure from time to time in respect of the area of the Stock Routes and Reserves.