



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2021/009
<b>Short name</b>	Snake Hill ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	05/07/2021
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of East Pilbara, Shire of Meekatharra

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## Description of the area covered by the agreement

### 3.11 Area to which this Agreement applies

This Agreement applies to the Agreement Area.

**Agreement Area** means the land described in Part 1 of Schedule 1 and as depicted on the map in Part 2 of 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 area covers approx. 0.14 sq km and consists of several areas on the Great Northern Highway, in the vicinities of Newman and the Capricorn Roadhouse.]*

## Parties to agreement

### Applicant

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<b>Party name</b>	The State of Western Australia
<b>Contact address</b>	c/- Minister for Lands Locked Bag 2506 Perth WA 6001

### Other Parties

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<b>Party name</b>	Karlka Nyiyaparli Aboriginal Corporation RNTBC ICN 3649
<b>Contact address</b>	c/- Yamatji Marlpa Aboriginal Corporation PO Box 3072 249 Hay Street Perth WA 6892

## Period in which the agreement will operate

<b>Start date</b>	not specified
<b>End Date</b>	not specified

### 2.1 Commencement

This Agreement commences on the Execution Date, except for clause 3 and subclauses 4.1(c) to (e) and clause 8.2 which will commence on the Commencement Date, and binds each of the Parties, their successors and permitted assigns.

### 2.2 Term

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

- (a) where clause 7.6 (dealing with the consequences of non-registration) occurs;
- (b) where all Parties agree in writing to end the Agreement; or
- (c) where the Agreement is removed from the ILUA Register by the Native Title Registrar in accordance with section 199C of the NTA.

**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.

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

### 3.2 Parties' consents to Future Acts

(a) Each Party consents to the following acts, with the intent that such statement of consent satisfies the requirements of section 24EB(1)(b) of the NTA in respect of each act:

- i. the grant of the Crown Lease over the Cultural Protection Area to the RNTBC; and
  - ii. the grant of the Easement over the Access Area to the RNTBC;
- (together, the **Land Transactions**).

(b) For the avoidance of doubt, the consent 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.

### 3.5 Surrender of Native Title

(a) The Parties agree and consent to surrender in favour of the State all native title rights and interests in respect of the Surrender Area on and from the Commencement Date.

(b) The Parties agree that the surrender described in clause 3.5(a) is intended to extinguish the native title rights and interests that exist in the Surrender Area.

### 3.7 No Right to Negotiate

(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.

### 3.8 Validating of Invalid Acts

(a) The Parties agree to and consent to, on and from 11.59 pm on the day before the date on which the surrender will take effect under clause 3.5(a) of this Agreement, the validating of any invalid acts that have been, or are being, carried out by the State or any State Party in relation to any part of the Surrender Area.

**Access Area** means the areas shown marked "A" and "B" on Deposited Plan 74352.

**Crown Lease** means the grant of a lease over the Cultural Protection Area to the RNTBC by the Minister for Lands, pursuant to section 83 of the LA Act, in perpetuity for the permitted use of "Heritage Protection and Cultural Purposes" on the terms and conditions which will be in the form, or substantially in the form of the draft lease set out in Part A of Schedule 3.

**Cultural Protection Area** means Lot 349 and Lot 350 on Deposited Plan 74327 being the whole of the land comprised in Qualified Certificate of Crown Land Title Volume 3163 Folio 229 and Volume 3163 Folio 230 respectively.

**Easement** means the easement to be granted over the Access Area to the RNTBC by the Minister for Lands under section 144 of the LA Act, in connection with the Crown Lease for the purpose of Access to and from the Cultural Protection Land in the form, or substantially in the form of the draft easement in Part B of Schedule 3.

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

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

**Surrender Area** means the land described in Part 1 of Schedule 2 and depicted on the map in Part 2 of Schedule 2. *[A copy of Schedule 2 is attached to this register extract].*

**Attachments to the entry**

[WI2021\\_009 Schedule 1 Agreement Area Description and Map.pdf](#)

[WI2021\\_009 Schedule 2 Surrender Area Description and Map.pdf](#)