



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2014/006
Short name	Esperance Nyungar Government ILUA
ILUA type	Area Agreement
Date registered	21/11/2014
State/territory	Western Australia
Local government region	Shire of Esperance, Shire of Ravensthorpe

Description of the area covered by the agreement

Clause 1.2 defines Agreement Area as the area to which this Agreement applies, as described in schedule 3.

[A written description and map of the agreement area are contained in Schedule 3 of the agreement. A copy of Schedule 3 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 about 27,000 sq km in the area surrounding Esperance.]

Parties to agreement

Applicant

Party name	State of Western Australia
Contact address	c/- State Solicitor's Office Level 14 Westralia Square 141 St Georges Terrace Perth WA 6000

Other Parties

Party name	Veronica Williams-Bennell, Diane Clinch, Jarman Jamieson, Graham Tucker, Elaine Bullen and Jenny Woods for and on behalf of the Esperance Nyungars Native Title Group
Contact address	c/- Goldfields Land and Sea Council PO Box 3058 Adelaide Terrace

Party name Minister for Lands
Contact address c/- State Solicitor's Office
Level 14 Westralia Square
141 St Georges Terrace
Perth WA 6000

Party name Minster for Environment
Contact address c/- State Solicitor's Office
Level 14 Westralia Square
141 St Georges Terrace
Perth WA 6000

Party name Minister for Mines and Petroleum
Contact address c/- State Solicitor's Office
Level 14 Westralia Square
141 St Georges Terrace
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Party name Minister for Water
Contact address c/- State Solicitor's Office
Level 14 Westralia Square
141 St Georges Terrace
Perth WA 6000

Party name Conservation Commission of Western Australia
Contact address c/- State Solicitor's Office
Level 14 Westralia Square
141 St Georges Terrace
Perth WA 6000

Party name Conservation and Land Management Executive Body
Contact address c/- State Solicitor's Office
Level 14 Westralia Square
141 St Georges Terrace
Perth WA 6000

Period in which the agreement will operate

Start date	not specified
End date	not specified

2.1 This Agreement commences on the Execution Date [being 24 April 2014], except for:
(a) clauses 5.1 to 5.6 (inclusive), 5.8, 6, 9, 10, 17, 19.1, 19.3 and 22, which will commence on the Commencement Date [the date on which this Agreement is registered on the ILUA Register]; and

(b) clauses 12, 13, 14, 15 and 19.2 which will commence on the Assignment Date [the date when the Deed of Assignment referred to in clause 26.1 is fully executed].

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

(a) clause 7.5(a) (dealing with the consequences of non-registration) comes into effect;

(b) all Parties agree in writing to end this Agreement;

(c) the Determination is revoked in accordance with the NT Act;

(d) this Agreement is removed from the ILUA Register by the Native Title Registrar in accordance with section 199C of the NT Act.

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

5.2 For the purposes of section 24EB of the NT Act:

(a) each Party consents, subject to clause 10.3, to the grant of Exploration Tenements in the Agreement Area;

(b) each Party consents, subject to clause 10.3, to the grant of Access Authorities in the Agreement Area;

(c) each Party consents, subject to clause 10.4, to the grant of LA Act Licences in the Agreement Area;

(d) each Party consents to the doing of Deemed Low Impact Future Acts by the State and Government Parties in the Agreement Area;

(e) each Party consents to the doing of PBC Land Acts in the Agreement Area.

5.3 To avoid doubt, the consent to the doing of the future acts referred to in clause 5.2 includes consent to the exercise of any right or obligation created by those future acts, including the doing of any Activity or the granting of any Tenure in exercise of that right or obligation, by the person on whom the right or obligation is conferred.

5.4 The Parties agree that upon transfer in fee simple to the Land Company of each parcel of Freehold Land in accordance with clause 12, the native title rights and interests in that parcel of land are surrendered and, pursuant to s.24CB(e) of the NT Act, that surrender is intended to extinguish the native title rights and interests as of the date of transfer.

5.6 (a) The Right to Negotiate does not apply to any of the acts referred to in clause 5.2, with the intent that such statement satisfies the requirement of section 24EB(1)(c) of the NT Act.

'Access Authority' means any of:

(a) a miscellaneous licence under the Mining Act;

(b) a LA Act Licence,

granted by the State or a Government Party, as applicable, to the holder of an Exploration Tenement to provide solely for access, or which may be used only for the purpose of obtaining access, through the Agreement Area to an Exploration Tenement.

'Deemed Low Impact Future Act' means any future act that, prior to the Determination, would have been a future act falling within the description in section 24LA(1)(b) of the NT Act, but ceased to be so solely because the Determination was made. To avoid doubt, a Deemed Low Impact Future Act is a future act that does not consist of, authorise or otherwise involve:

(a) the grant of a freehold estate in any of the land or waters; or

(b) the grant of a lease over any of the land or waters; or

(c) the conferral of a right of exclusive possession over any of the land or waters; or

- (d) the excavation or clearing of any of the land or waters, other than:
 - (i) excavation or clearing that is reasonably necessary for the protection of public health or public safety; or
 - (ii) tree lopping, clearing of noxious or introduced animal or plant species, foreshore reclamation, regeneration or environmental assessment or protection activities; or
- (e) mining (other than fossicking by using hand-held implements); or
- (f) the construction or placing on the land, or in the waters, of any building, structure, or other thing (other than fencing or a gate), that is a fixture; or
- (g) the disposal or storing, on the land or in the waters, of any garbage or any poisonous, toxic or hazardous substance.

'Exploration Tenement' means any of the following types of titles, located wholly or partly within the Agreement Area:

(a) the following mining tenements under the Mining Act:

- (i) an exploration licence;
- (ii) a prospecting licence;
- (iii) a retention licence;
- (iv) a special prospecting licence;

(b) the following authorities or permits under the PGER Act:

- (i) a special prospecting authority;
- (ii) an access authority;

(c) any other mining tenement under the Mining Act (not being an Access Authority) or authority, lease, licence or permit under the PGER Act (not being an Access Authority), the grant of which would, apart from the effects of this Agreement, be an act attracting the expedited procedure.

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

'LA Act Licence' means a licence granted under section 91 of the LA Act in respect of land located wholly or partly within the Agreement Area.

'NT Act' means the Native Title Act 1993 (Cth).

'PBC Land Act' means doing, or granting, any:

- (a) Freehold Act; or
- (b) Lease Act; or
- (c) Reserve Act; or
- (d) PBC Licence.

'PGER Act' means the Petroleum and Geothermal Energy Resources Act 1967 (WA).

Attachments to the entry

[WI2014_006 Schedule 3 - Description of agreement area.pdf](#)

[WI2014_006 Schedule 3 - Map of agreement area.pdf](#)