



Extract from Register of Indigenous Land Use Agreements

| | |
|--------------------------------|--|
| NNTT number | WI2017/007 |
| Short name | BAC KSCS Indigenous Land Use Agreement |
| ILUA type | Body Corporate |
| Date registered | 19/05/2017 |
| State/territory | Western Australia |
| Local government region | Shire of Wyndham-East Kimberley |

Description of the area covered by the agreement

Clause 1.2 defines 'ILUA Area' as the:

- (a) North Kimberley Intertidal (Balangarra Part) Area; and
 - (b) Sir Graham Moore Islands National Park Area'
- and shown on Map 1 in Schedule 2.

[A map of the ILUA area is contained in Schedule 2 of the agreement. The written description of the agreement area is contained in Schedule 1 of the agreement. A copy of Schedules 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:

The agreement covers about 423 sq km in the vicinity of Cape Londonderry and Joseph Bonaparte Gulf approximately 200km north west of Wyndham.]

Parties to agreement

Applicant

| | |
|------------------------|--|
| Party name | The State of Western Australia |
| Contact address | c/- State Solicitor's Office David Malcolm Justice Centre 28 Barrack Street Perth WA 6000 |

Other Parties

| | |
|-------------------|-----------------------------------|
| Party name | Balangarra Aboriginal Corporation |
|-------------------|-----------------------------------|

Contact address c/- Kimberley Land Council
11 Gregory Street
Broome WA 6725

Party name Minister for Lands

Contact address c/- State Solicitor's Office
David Malcolm Justice Centre
28 Barrack Street
Perth WA 6000

Party name Minister for Environment

Contact address c/- State Solicitor's Office
David Malcolm Justice Centre
28 Barrack Street
Perth WA 6000

Party name Conservation and Parks Commission

Contact address c/- State Solicitor's Office
David Malcolm Justice Centre
28 Barrack Street
Perth WA 6000

Party name CEO of the Department of Parks and Wildlife, acting through the
Conservation and Land Management Executive Body

Contact address c/- State Solicitor's Office
David Malcolm Justice Centre
28 Barrack Street
Perth WA 6000

Period in which the agreement will operate

Start date not specified

End date not specified

5.1(a) Clauses 1, 2, 3, 4, 5, 6, 15, 16, 17, 18, 19, 21, 22, 23, 24 and 25 have force and effect from the Execution Date.

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

5.2 Subject to clause 5.3, this Agreement continues indefinitely.

5.3 This Agreement shall terminate only on the occurrence of the following events, whichever is the first to occur (the Termination Date):

(a) clause 4.6 comes into effect; or

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

(c) one of the Determinations is revoked in accordance with the Native Title Act; or

- (d) the Agreement is removed from the ILUA Register by the Native Title Registrar in accordance with section 199C of the Native Title Act; or
- (e) where a Replacement Agreement comes into effect in accordance with clause 16.5.

'Commencement Date' means the date on which this Agreement is registered on the Register of Indigenous Land Use Agreements pursuant to section 24BG 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)

7.1 (a) The Parties irrevocably consent to the Future Acts set out in clauses 7.2, 7.3 and 7.4 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.

(b) For the avoidance of doubt, nothing in this Agreement shall be taken to be consent to the doing of any future act other than the Future Acts identified in clauses 7.2, 7.3 and 7.4.

7.2 For the purposes of section 24EB of the Native Title Act, the Parties irrevocably consent to the reservation of the North Kimberley Intertidal (Balanggarra Part) Area for the purposes of "marine park" under section 13 of the Conservation and Land Management Act and the vesting of that reserve in the Commission under section 7 of the Conservation and Land Management Act.

7.3 For the purposes of section 24EB of the Native Title Act, the Parties irrevocably consent:
(a) to the reservation of Sir Graham Moore Islands National Park Area under section 41 of the Land Administration Act for the purpose of (national park) and its classification as "Class A" under section 42 of the Land Administration Act; and
(b) the Joint Vesting of the Sir Graham Moore Islands National Park in the Commission and the PBC.

7.4 For the avoidance of doubt, the consent to the doing of the Future Acts referred to in clauses 7.2 and 7.3 includes, in respect of an area of land that is wholly or partly within the Conservation Estate (but only to the extent that the act is done within the ILUA Area), consent to:

- (a) the granting, issue or creation of any Tenure;
- (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;
- (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 and any regulations made under those Acts, including the preparation and approval of management plans; 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 land or waters comprising a nature reserve, national park or a marine park, as the case may be.

7.7 (a) In respect of the ILUA Area the future act provisions in Part 2 Division 3 of the Native Title Act (other than subdivision B) do not apply to the Future Acts referred to in clauses 7.2, 7.3 and 7.4 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:

- (1) does not apply to any future acts other than the Future Acts; and
- (2) does not affect the application of the provisions of Part 2 Division 3 of the Native Title Act to the Adjacent Area.

'Adjacent Area' means:

- (a) the North Kimberley Marine Park (Offshore) Area; and

(b) the Lesueur Island Nature Reserve.

'Balanggarra CALM Act Lease' means a lease that is able to be granted under the CALM Act to the PBC or a related body corporate of the PBC by the CEO on such terms and conditions as the CEO determines, and includes, where such a lease has been granted and the context requires, any variation, extension, regrant or renewal of that lease.

'Conservation and Land Management Act' means the Conservation and Land Management Act 1984 (WA).

'Conservation Estate' means the:

- (a) North Kimberley Marine Park (Balanggarra Part);
 - (b) Sir Graham Moore Islands National Park; and
 - (c) Lesueur Island Nature Reserve,
- as shown on Map 2 in Schedule 2.

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

'Tenure' means, in respect of the area of land that is wholly or partly within the Conservation Estate, any licence, permit or other authority which is granted, issued or created under the Conservation and Land Management Act or the Wildlife Conservation Act and any regulations made under those Acts and includes a Balanggarra CALM Act Lease but not any other lease, following the creation of any of the Conservation Estate.

'Wildlife Conservation Act' means the Wildlife Conservation Act 1950 (WA).

Attachments to the entry

[WI2017_007 Schedule 1 - Land Description](#)

[WI2017_007 Schedule 2 - Map 1](#)

[WI2017_007 Schedule 2 - Map 2](#)

[WI2017_007 Schedule 2 - Map 3](#)

[WI2017_007 Schedule 2 - Map 4](#)