



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2013/003
Short name	Budina and Middalya Station Indigenous Land Use Agreement
ILUA type	Area Agreement
Date registered	11/10/2013
State/territory	Western Australia
Local government region	Shire of Carnarvon

Description of the area covered by the agreement

Schedule 4 of the agreement describes the agreement area as all the lands and waters subject to that part of Pastoral Lease 3114/656 (Middalya) within the external boundary of native title determination application WAD131/04 - Budina People (WC04/5) as accepted for registration on 19 August 2005, being an area northeast of a line defined as passing through the following coordinate points:

Longitude (East) Latitude (South)

-114.990658 23.560134

-114.978912 23.639774

-115.659886 23.752225

[A map of the agreement area is contained in schedule 4 of the agreement. A copy of the map 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 covers about 13 sq km located approx. 100 km northeast of Minilya Roadhouse.]

Parties to agreement

Applicant

Party name	Lorna Corbett, Cyril Hayes, Clive Lyndon, and Ruben Lyndon on behalf of the Budina People
Contact address	c/- Yamatji Marlpa Aboriginal Corporation PO Box 3072 249 Hay St East Perth WA 6892

Other Parties

Party name	Three Corners Properties Pty Ltd
Contact address	155 Spencer Street Bunbury WA 6230

Period in which the agreement will operate

Start date	09/04/2013
End date	not specified

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

5.1 For the purposes of subsection 24EB(1) of the Act, the Parties consent to the grant of, and the exercise of the rights and obligations created by the grant of, the Agreed Future Acts in the Agreement Area during the Term, provided that

(a) Nothing in this clause is intended to or will fetter the exercise of any power, function or discretion of the State and its agents and instrumentalities pursuant to any Law other than a Native Title Law.

(b) Nothing in this clause will affect the operation of Laws relating to the protection of Aboriginal cultural heritage or constitute the agreement of the Budina People to the damage to or destruction, alteration and/or concealment of Areas of Significance or other places, objects or things protected by those Laws.

5.3 The Budina People consent to the doing of the following classes of future acts:

(a) The renewal, re-making or re-grant of the Pastoral Lease from time to time;

(b) The grant of a licence, permit or authorisation from time to time (including any amendment or renewal, re-making or re-granting of the Pastoral Lease) to conduct activities for agricultural purposes (including the diversification and intensification of pastoral related activities) on the Pastoral Lease;

(c) The grant of leases, licences and permits from time to time to conduct Low Impact Tourism activity in the Pastoral Lease; and

(d) The grant of Pastoral Leases from time to time in relation to all or part of the Stock Routes or Reserves,

To the extent and in the terms of clause 1 of schedule 2 of this agreement.

5.6 The Parties intend that Subdivision P of Division 3, Part 2 of the Act will not apply to the Agreed Future Acts in this Agreement.

[Agreed Future Acts are defined in Schedule 2 as attached.]

Attachments to the entry

WI2013_003 Agreed future acts.pdf

WI2013_003 Attachment Map and description of agreement area.pdf