

SCHEDULE 2: AGREED FUTURE ACTS

1 RENEWAL OF PASTORAL LEASE

- (a) The Budina People 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 Budina People 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).
- (c) The Pastoralist agrees that if the Pastoral Lease is extended, renewed, remade, regranted or replaced, the Pastoralist will request that the Minister for Lands lodge a memorial with the Registrar of Titles (under section 17(2) of the *Land Administration Act 1997* (WA)) on the certificate of Crown land title which corresponds with the relevant Pastoral Lease to inform any person who conducts a search of that Crown land title of the existence of the Indigenous Land Use Agreement.

2 TENURE UPGRADES

- (a) If the Pastoralist, or a person nominated by the Pastoralist, wishes to obtain a grant of a freehold, special lease or other tenure in the area immediately surrounding each homestead existing on the Agreement Area at the Commencement Date, to an area not exceeding 6.25 square kilometres surrounding each homestead they must advise the Budina PBC of that and, subject to paragraph 2(b), the Budina People consent to that grant;
- (b) If the Budina PBC advise within 3 months of the notification referred to in paragraph 2(a) that the proposed use of the area chosen is likely to damage any Site of Significance, then the tenure shall not be located in that area and the Pastoralist and the Budina PBC will negotiate in good faith to find an alternative location for the said tenure.
- (c) Upon the grant being made in accordance with the consent set out in subparagraphs (a) and (b) above, the Pastoralist shall not assert in any forum that there has been any extinguishment effected by the construction or operation of the homestead (including any buffer zone required for its operation) over any area beyond the area the subject of such tenure.
- (d) The interests to be granted in accordance with these sub-clauses may include a right to exclusive possession and consequently the Budina People may be excluded from those places, except that the Pastoralist agrees that members of the Budina People will be treated no less favourably than members of the general public who wish to have access to those places.

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 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 Budina People of that and, subject to paragraph (c), the Budina People consent to such grant:
- 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 Budina PBC advises within 3 months of the notification referred to in paragraph (b) that the proposed use of the area chosen is likely to damage any Area of Significance, then the Low Impact Tourism activity shall not take place in that area and the Pastoralist and the Budina PBC will negotiate in good faith to find another location for the said activity.
- (d) The Budina People 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 Budina People 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 Budina 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) If the Budina PBC is interested in pursuing opportunities to participate in the Pastoralist's Low Impact Tourism activities by undertaking commercial activities that complement those Low Impact Tourism activities (such as by offering cultural tours or other services), then the Budina PBC will notify the Pastoralist of that interest.
- (g) Subject to the Budina PBC agreeing to enter into a confidentiality undertaking in a form satisfactory to both the Budina PBC and the Pastoralist, the Pastoralist agrees to meet with the Budina PBC to discuss any such interest or proposal. In conducting any such discussions, each Party will act in good faith.

- (h) The Pastoralist will consider any reasonable opportunities identified by the Budina PBC to participate in the Pastoralist's Low Impact Tourism and associated activities.
- (i) The Pastoralist agrees to advise the Budina PBC whether it agrees to any commercial proposal to participate in the Pastoralist's Low Impact Tourism activities and if the Pastoralist does not agree, the reasons why not.
- (j) Nothing in this Agreement obliges the Pastoralist to accept any commercial proposal identified by the Budina PBC.
- (k) The Pastoralist acknowledges that the Budina People are the holders of knowledge with respect to Areas of Significance and will respect any dissemination of that knowledge by them.
- (l) 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 Budina PBC or Budina People.

4 STOCK ROUTES AND RESERVES

- (a) The Budina People acknowledge the Pastoralist may have rights to use Stock Routes and Reserves.
- (b) The Budina People 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.