



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2018/011
<b>Short name</b>	Pardoo Beef Corporation Irrigated Agriculture Project ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	20/11/2018
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of East Pilbara

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## Description of the area covered by the agreement

3.10 This Agreement applies to the Agreement Area.

"**Agreement Area**" means the following areas:

- (a) the whole of the Agricultural Land; and
- (b) the whole of the Ancillary Land.

To avoid doubt, the 'Agreement Area' does not include Areas H, Q or R, and does not include Reserve 38769, Lot 567 on Deposited Plan 77466 or the Great Northern Highway.

[Maps and a technical description of the agreement area is contained in Schedule 1 of the agreement. A copy of Schedule 1 of the agreement is attached to this 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 approximately 116 sq km and is located on both sides of the Great Northern Highway about 17 km north east of the Pardoo Roadhouse.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Pardoo Beef Corporation Pty Ltd
<b>Contact address</b>	Level 5, 189 St Georges Terrace Perth WA 6000

### *Other Parties*

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<b>Party name</b>	The State of Western Australia acting through the Minister for Lands
<b>Contact address</b>	PO Box 1143 West Perth WA 6872

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<b>Party name</b>	Wanparta Aboriginal Corporation RNTBC
<b>Contact address</b>	c/- MacLean Legal Suite 156, Level 2, Equus Building 580 Hay Street Perth WA 6000

## Period in which the agreement will operate

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<b>Start date</b>	13/06/2018
<b>End Date</b>	not specified

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2.1 This Agreement commences on the Execution Date, except for clause 3 and 4 which will commence on the Commencement Date, and binds each of the Parties, their successors and permitted assigns.

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

- (a) where clause 8.6 (dealing with the consequences of non-registration) occurs;
- (b) if the conditions in the Option Deed are not satisfied by the expiry of its term and no extension or extensions are agreed between the Proponent and the State;
- (c) if the conditions in Crown Lease 1 are not satisfied by the expiry of its term and no extension or extensions are agreed between the Proponent and the State;
- (d) where all Parties agree in writing to end the Agreement; or
- (e) where the Agreement is removed from the ILUA Register by the Native Title Registrar in accordance with section 199C of the NTA.

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

3.2 Each Party consents:

- (a) to the Agricultural Land Transactions with the intent that such statement of consent satisfies the requirements of section 24EB(1)(b) of the NTA in respect of each of them; and
- (b) to the validation of the Licence to the extent that the grant of that Licence was done invalidly.

3.6(a) On and from that date being:

- (i) the date of the registration under the TL Act of the Freehold Act, the Parties agree to the surrender in favour of the State, all native title rights and interests with the intention by the Parties that such native title rights and interests be extinguished, in respect of the area of the Freehold Act; and
- (ii) the earlier of the date of registration under the TL Act of the grant of Easement 2 and the date of commencement of Easement 2, the RNTBC agrees to surrender in favour of the State, all native title rights and interests with the intention by the Parties that such native title rights and interests be extinguished, in respect of the area of Easement 2.

3.7(a) The Right to Negotiate Procedure does not apply to any of the Agricultural Land Transactions referred to in clause 3.2, with the intent that such statement satisfies the requirement of section 24EB(1)(c) of the NTA.

*[A list of 'Defined terms' as per clause 1.1 of the agreement are attached to this extract.]*

## Attachments to the entry

[WI2018\\_011 Schedule 1 Agreement Area Maps and Technical Description \(Clause 1.1\).pdf](#)

[WI2018\\_011 Defined Terms Clause 1.1 of the Agreement.pdf](#)