



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2017/016
<b>Short name</b>	Kariyarra and State ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	29/05/2018
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of East Pilbara, City of Karratha, Town of Port Hedland

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## Description of the area covered by the agreement

'Agreement Area' means the land and waters described in Part 1 of Schedule 1 and shown on map 16 in Part 2 of Schedule 1.

1.6 For the purposes of section 24CG(2) of the NT Act and regulations 5 and 7(2)(e) of the ILUA Regulations, the surrender area under this Agreement is as described in Part 1 of Schedule 2, as shown on the relevant maps in Part 2 of Schedule 2.

[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 area covers about 10663 sq km in the vicinity of Port Hedland.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Minister for Lands
<b>Contact address</b>	PO Box 1221 West Perth WA 6872

### *Other Parties*

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<b>Party name</b>	Cyril Gordon, Donny Wilson and Kerry Robinson
<b>Contact address</b>	c/- Yamatji Marlpa Aboriginal Corporation PO Box 3072 249 Hay Street East Perth WA 6892

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<b>Party name</b>	Housing Authority
<b>Contact address</b>	Locked Bag 22 East Perth WA 6892

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<b>Party name</b>	Kariyarra Aboriginal Corporation
<b>Contact address</b>	c/- Yamatji Marlpa Aboriginal Corporation PO Box 3072 249 Hay Street East Perth WA 6892

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**Party name** Kariyarra Land Aboriginal Corporation  
**Contact address** c/- Yamatji Marlpa Aboriginal Corporation  
PO Box 3072  
249 Hay Street  
East Perth WA 6892

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**Party name** State of Western Australia  
**Contact address** PO Box 1221  
West Perth WA 6872

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**Party name** Western Australian Land Authority  
**Contact address** Locked Bag 5  
Perth Business Centre  
Perth WA 6849

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**Party name** Yamatji Marlpa Aboriginal Corporation  
**Contact address** PO Box 3072  
249 Hay Street  
East Perth WA 6892

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**Period in which the agreement will operate**

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**Start date** 04/10/2017  
**End Date** not specified

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30.1(a) Subject to clause 30.1(b), this Agreement commences on the Execution Date.  
(b) Clause 7 commences on the ILUA Registration Date.

'Execution Date' means the date on which this Agreement is finally executed by all Parties.

'ILUA Registration Date' means the date on which this Agreement is registered on the ILUA Register.

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

7.1(a) To the extent that the Easement Acts, Freehold Conversion (NEP) Acts, Leasing (NEP) Acts, Reservation Acts and Reserve Purpose (NEP) Acts are Future Acts, each Party consents to the doing of the Easement Acts, Freehold Conversion (NEP) Acts, Leasing (NEP) Acts, Reservations Acts and Reserve Purpose (NEP) Acts with the intent that such statement of consent satisfies the requirements of section 24EB(1)(b) of the NT Act.

(c) The Parties agree that, to the extent that any of the Easement Acts, the Freehold Conversion (NEP) Acts, the Leasing (NEP) Acts, the Reservation Acts and the Reserve Purpose (NEP) Acts would, apart from the effects of this Agreement, attract the Right to Negotiate, then the Right to Negotiate does not apply to those acts, with the intent that such statement satisfies the requirement of section 24EB(1)(c) of the NT Act.

7.2(a) Subject to clause 7.2(d), each Party agrees to the validating of any Invalid PHF Acts and any Invalid 258/259 Acts to the extent that those acts were done invalidly, with the intent that such statement of agreement to validity satisfies the requirements of section 24EBA(1)(a)(i) of the NT Act.

7.3(a) The Parties agree and consent to a Surrender in relation to:  
(i) Lot 30; and  
(ii) the NEP Land.

(c) The Parties agree and consent to a Surrender in relation to any part of a Conversion Reserve for the purpose of:  
(i) a Freehold Conversion (Extinguishment) Act; or  
(ii) a Leasing (Extinguishment) Act; or  
(iii) a Reserve Purpose (Extinguishment) Act.

(e) The Parties agree that the Surrenders described in this clause are intended to Extinguish all Native Title Rights and Interests that may exist in Lot 30, the NEP Land and the land the subject of the acts referred to in clause 7.3(c) at the time of the Surrender.

'Conversion Reserve' means the following reserves, however described or redescribed after the Execution Date:

- (a) an Existing Reserve;
- (b) Tjalka Warra Reserve;
- (c) Reserve 46953;
- (d) Reserve 46954;

- (e) 6 Mile Reserve, but only if and when a Management Order has been conferred on KLAC [Kariyarra Land Aboriginal Corporation] alone in accordance with clause 14.6;
- (f) Wilson Street Reserve, but only if and when a Management Order has been conferred on KLAC in accordance with clause 14.2; and
- (g) any other reserve created under clause 13.1, clause 14.1, clause 14.3, clause 14.5, or clause 15.

'Easement Act' means the grant of an easement pursuant to section 144 of the LA Act over any part of the Agreement Area for the purpose of providing access and services to the land the subject of a Freehold Conversion (NEP) Act, a Freehold Conversion (Extinguishment) Act, a Leasing (NEP) Act, a Leasing (Extinguishment) Act, a Reserve Purpose (NEP) Act, a Reserve Purpose (Extinguishment) Act or a Reservation Act.

'Existing Reserves' means:

- (a) Reserve 370;
- (b) Reserve 371;
- (c) Reserve 10550;
- (d) Reserve 12247; and
- (e) Reserve 22895.

'Freehold Conversion (Extinguishment) Act' means the grant of freehold of the whole, or any part, of a Conversion Reserve pursuant to clause 16(a)(i)(A) and clause 16(e).

'Freehold Conversion (NEP) Act' means the grant of freehold of the whole, or any part, of a Conversion Reserve pursuant to clause 16(a)(i)(B) and clause 16(e).

'Invalid 258/259 Act' means any Lot 258/259 Act that was done invalidly for the purposes of the NT Act.

'Invalid PHF Act' means a purported Compulsory Acquisition of Native Title Rights and Interests for a Specified Purpose:

- (a) in the Port Hedland Agreement Area from 13 April 2011; and
  - (b) in the South Hedland Agreement Area from 8 August 2011,
- undertaken prior to the ILUA Registration Date that was done invalidly for the purposes of the NT Act.

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

'Leasing (Extinguishment) Act' means the grant of a lease for a period of 50 years or more pursuant to the LA Act over the whole, or any part, of a Conversion Reserve pursuant to clause 16(a)(i)(D) and clause 16(e).

'Leasing (NEP) Act' means the grant of a lease for a period of 50 years or more pursuant to the LA Act over the whole, or any part, of a Conversion Reserve pursuant to clause 16(a)(i)(C) and clause 16(e).

'Lot 30' means Lot 30 on Deposited Plan 403254 comprised in Certificate of Crown Land Title Volume 3025 Folio 48 and shown on map 5A in Part 2 of Schedule 2.

'NEP Land' means:

- (a) Lot 500 on Deposited Plan 66855 comprised in Certificate of Crown Land Title Volume 3159 Folio 961;
  - (b) Lot 5570 on Deposited Plan 216530 comprised in Certificate of Crown Land Title Volume 3006 Folio 196;
  - (c) Lot 344 on Deposited Plan 72901 comprised in Certificate of Crown Land Title Volume 3161 Folio 716;
  - (d) Lot 400 on Deposited Plan 72979 comprised in Certificate of Crown Land Title Volume 3162 Folio 159;
  - (e) Lot 2441 on Deposited Plan 211918 comprised in Certificate of Crown Land Title Volume 3013 Folio 697;
  - (f) Lot 550 on Deposited Plan 73918 comprised in Certificate of Crown Land Title Volume 3162 Folio 248;
  - (g) Lot 381 on Deposited Plan 70517 comprised in Certificate of Crown Land Title Volume 3021 Folio 108;
  - (h) Lot 357 on Deposited Plan 74206 comprised in Certificate of Crown Land Title Volume 3162 Folio 724,
- as shown on map 2A in Part 2 of Schedule 2.

'Reservation Acts' mean:

- (a) the reservation of Lot 390 for the purpose of "Use and Benefit of Aboriginal People" pursuant to section 41 of the LA Act and placing the care, control and management with KLAC pursuant to section 46(1) of the LA Act;
- (b) the change of the purpose of Reserve 370 from "Watering Place for Travellers and Stock" to the "Use and Benefit of Aboriginal People" pursuant to section 51 of the LA Act and placing the care, control and management with KLAC pursuant to section 46(1) of the LA Act;
- (c) the change of the purpose of Reserve 371 from "Watering Place for Travellers and Stock" to the "Use and Benefit of Aboriginal People" pursuant to section 51 of the LA Act and placing the care, control and management with KLAC pursuant to section 46(1) of the LA Act;
- (d) the change of the purpose of Reserve 10550 from "Water Act 57 VIC No 20" to the "Use and Benefit of Aboriginal People" pursuant to section 51 of the LA Act and placing the care, control and management with KLAC pursuant to section 46(1) of the LA Act;
- (e) the change of the purpose of Reserve 12247 from "Water Act 57 VIC No 20" to the "Use and Benefit of Aboriginal People" pursuant to section 51 of the LA Act and placing the care, control and management with KLAC pursuant to section 46(1) of the LA Act;
- (f) the change of the purpose of Reserve 22895 from "Aerial Landing Ground" to the "Use and Benefit of Aboriginal People" pursuant to section 51 of the LA Act and placing the care, control and management with KLAC pursuant to section 46(1) of the LA Act;

(g) the change of the purpose of Reserve 46953 from “Government Requirements” to the “Use and Benefit of Aboriginal People” pursuant to section 51 of the LA Act and placing the care, control and management with KLAC pursuant to section 46(1) of the LA Act;

(h) the change of the purpose of Reserve 46954 from “Government Requirements” to the “Use and Benefit of Aboriginal People” pursuant to section 51 of the LA Act and placing the care, control and management with KLAC pursuant to section 46(1) of the LA Act;

(i) any reservation of land pursuant to section 41 of the LA Act or any change of the purpose of the reservation of land pursuant to section 51 of the LA Act and placing the care, control and management with KLAC pursuant to section 46(1) of the LA Act which is undertaken pursuant to clause 14.1, clause 14.2, clause 14.3, clause 14.5, clause 14.6, clause 15 or clause 16.

'Reserve Purpose (Extinguishment) Act' means the change of the purpose of a Conversion Reserve pursuant to clause 16(a)(ii)(B) and clause 16(e).

'Reserve Purpose (NEP) Act' means the change of the purpose of a Conversion Reserve pursuant to clause 16(a)(ii)(A) and clause 16(e).

'Surrender' means the surrender to the State of all Native Title Rights and Interests.

#### **Attachments to the entry**

[WI2017\\_016 Schedule 1 Agreement Area - Part 1 Written description.pdf](#)

[WI2017\\_016 Schedule 1 Agreement Area - Part 2 Map.pdf](#)

[WI2017\\_016 Schedule 2 Surrender Area - Part 1 Written description.pdf](#)

[WI2017\\_016 Schedule 2 Surrender Area - Part 2 Maps.pdf](#)