



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2021/001
Short name	Pardoo Beef Corporation Irrigated Agriculture Project ILUA (Body Corporate) 2020
ILUA type	Body Corporate
Date registered	07/05/2021
State/territory	Western Australia
Local government region	Shire of East Pilbara

Description of the area covered by the agreement

3.10 Area to which this Agreement applies

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.

Agricultural Land means the land being:

- (a) portion of Lot 1556 on Deposited Plan 70856 and being a portion of the land comprised in Certificate of Crown Land Title Volume 3165 Folio 320;
- (b) Lot 325 on Deposited Plan 403101 and being the whole of the land comprised in Certificate of Crown Land Title Volume 3164 Folio 566;
- (c) portion of Reserve 1542;
- (d) portion of Reserve 541; and
- (e) portion of Reserve 9697,

being:

- (f) the area depicted as the Agricultural Land on the maps in Parts B and C of Schedule 1 and described in Part F of Schedule 1; and
- (g) Areas I, K, L, M, O, P, S, T, V and W outlined as such, hachured in orange or blue and within the area of 'Crown Lease 1 Proposed Tenure Improvement' on the map in Part A of Schedule 1.

To avoid doubt, the 'Agricultural Land' does not include Area H.

Ancillary Land means the land depicted on the maps in Parts B and D of Schedule 1 and as described in Part F of Schedule 1. To avoid doubt, the Ancillary Land comprises Areas A, B, C, D, E, F, G, J and N outlined as such and hachured in green or red on the map in Part A of Schedule 1 and includes the Easement Land.

Crown Lease 1 means a lease over the Agricultural Land to be granted to the Proponent by the Minister for Lands, pursuant to section 79 of the LA Act, for a term of 4 years for the purpose of agriculture on the terms and conditions which will be in the form, or substantially in the form, of the draft lease set out in Part A of Schedule 2.

Easement 1 means the easement or easements to be granted over the Easement Land to the Proponent by the Minister for Lands under section 144 of the LA Act, in connection with Crown Lease 1, for the purpose of access to and from the Agricultural Land in the form, or substantially in the form, of the draft easement in Part B of Schedule 2.

Easement 2 means the easement or easements to be granted over the Easement Land to the Proponent by the Minister for Lands under section 144 of the LA Act, in connection with the Freehold Act, for the purpose of access to and from the Agricultural Land in the form, or substantially in the form, of the draft easement in Part C of Schedule 2.

Easement Land means an area of land, subject to survey, within Area G which will be subject to Easement 1

and/or Easement 2.

Freehold Act means the sale, transfer or conveyance of the Agricultural Land, for an estate in fee simple by the Minister for Lands under Part 6 of the LA Act, in the form of 3 separate freehold parcels, being shown in the map in Part G of Schedule 1 as '**Freehold Area 1**', '**Freehold Area 2**' and '**Freehold Area 3**'. To avoid doubt, the area of the Freehold Act is the Agricultural Land, as depicted and described in Parts C and F of Schedule 1.

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

[A written description and maps of the agreement area are attached to this Register extract. The following general description 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 approx. 94.6 sq km and is located approx. 5 km north east of the Pardoo Roadhouse on the Great Northern Highway.]

Parties to agreement

Applicant

Party name Pardoo Beef Corporation Pty Ltd (Proponent)
Contact address Level 5, 189 St Georges Terrace
Perth WA 6000

Other Parties

Party name The State of Western Australia (State)
Contact address PO Box 1143
West Perth WA 6872

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

Period in which the agreement will operate

Start date not specified

End Date not specified

2.1 Commencement

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 Term

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.

Commencement Date means the date on which this Agreement is registered and entered on the ILUA Register.

Execution Date means the date of the execution of this Agreement by the last of the Parties to execute it.

Option Deed means the deed between the Proponent and the Minister for Lands providing the Proponent with the option to acquire Crown Lease 1.

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

3.2 Parties' consents to and confirmation of validity of Future Acts

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 Surrender of Native Title

(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 No Right to Negotiate

(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.

Agricultural Land Transactions means:

- (a) the lease of Areas A, B, C, D, F and N to the Proponent and the amalgamation of Areas A, B, C, D, F and N into the Pastoral Lease pursuant to section 87 of the LA Act and the use of those areas in accordance with the terms of the Pastoral Lease;
- (b) the amendment of the boundaries of Reserve 9697 to include Areas E, G and J pursuant to section 51 of the LA Act;
- (c) the grant of Crown Lease 1 and the use of the Agricultural Land in accordance with the terms of Crown Lease 1;
- (d) the Freehold Act;
- (e) the grant of Easement 1; and
- (f) the grant of Easement 2.

Licence means the licence under sections 48 and 91 of the LA Act granted by the Minister for Lands to the Proponent and dated 8 November 2017 over Areas I, K, L, M, O and P for the purpose of access by the Proponent to those areas before the grant of Crown Lease 1.

Pastoral Lease means pastoral lease N050324 held by the Proponent.

Right to Negotiate Procedure means the procedure under Subdivision P of Division 3 of Part 2 of the NTA.

TL Act means the *Transfer of Land Act 1893* (WA).

Attachments to the entry

[WI2021_001 Maps and Technical Description.pdf](#)