



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2018/002
<b>Short name</b>	Birriliburu Sandalwood ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	18/06/2018
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Wiluna

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## Description of the area covered by the agreement

"Agreement Area" means the land the subject of Lot 360 on Deposited Plan 412419, and being the land comprised in certificate of Crown land title volume 3168 folio 618 and Lot 361 on Deposited Plan 412419, and being the land comprised in certificate of Crown land title volume 3168 folio 619 and which areas of land, for reference purposes only, are bordered in blue on the map in Schedule 1. For avoidance of doubt, this definition does not extend to any areas of land that fall outside the Determination Area.

[A written description and map of the Agreement Area is contained in Schedule 1 of the agreement. A copy of Schedule 1 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 3376 sq km located in the vicinity of Mungilli consisting of Lot 360 on Deposited Plan 412419 (CLT volume 3168 folio 619).]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	The Minister for Lands, a body corporate under section 7(1) of the Land Administration Act 1997 acting for and on behalf of the State of Western Australia
<b>Contact address</b>	c/- State Solicitor's Office GPO Box B33 Perth WA 6838

### *Other Parties*

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<b>Party name</b>	Mungarlu Ngurrarankatja Rirraunkaja (Aboriginal Corporation) RNTBC
<b>Contact address</b>	c/- Central Desert Native Title Services Ltd 76 Wittenoom Street East Perth WA 6004

## 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 clauses 3 and 5 which will commence on the Commencement Date, and binds each of the Parties, their successors and permitted assigns.

### Clause 2.2 Termination

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) where all Parties agree in writing to end the Agreement; or
- (c) where the Agreement is removed from the ILUA Register by the Native Title Registrar in accordance with section 199C of the NTA.

### 1.1 Defined Terms

"Agreement" means this Body Corporate Agreement entered into pursuant to Part 2, Division 3, Subdivision B of the NTA.

"Body Corporate Agreement" means an indigenous land use agreement of the kind mentioned in section 24BA of the NTA.

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

"Determination Area" means the area in which native title was held to exist in the Native Title Determination.

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

"ILUA Register" means the Register of Indigenous Land Use Agreements established under section 199A of the NTA.

"Native Title Determination" means the approved determinations of native title made by:

- (a) French J on 20 June 2008 in Federal Court of Australia proceedings *Billy Patch and Ors on behalf of the Birriliburu People v State of Western Australia* [2008] FCA 944; and
- (b) North J on 6 June 2016 in Federal Court of Australia proceedings *BP (Deceased) on behalf of the Birriliburu People v the State of Western Australia* [2016] FCA 671.

"Native Title Registrar" is the Registrar appointment under section 95 of the NTA.

"NTA" means the Native Title Act 1993 (Cth).

"Party" means a party to this Agreement and Parties means two or more of them as the case requires.

## 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

Subject to clause 4 [Compliance with Heritage Act], each Party consents to the following land transactions with the intent that such statement of consent satisfies the requirements of section 24EB(1)(b):

- (a) the creation, pursuant to section 41 of the LA Act, over the whole of the Agreement Area, of a reserve for the purpose of "sandalwood harvesting";
- (b) the placing, by order pursuant to section 46 of the LA Act (Management Order), of the care, control and management of the reserve referred to in paragraph (a) with MNR [Mungarlu Ngurrarankatja Rirraunkaja (Aboriginal Corporation)], including the power, subject to section 18 of the LA Act, to lease (including sub-lease) or licence the whole or any portion of the Agreement Area for the purpose of "sandalwood harvesting" for a period not exceeding 21 years and subject to such other conditions as the Minister for Lands specifies, including without limitation:
  - (i) that MNR comply with all applicable State, Commonwealth and local government laws in relation to the use and development of any part of the Land, including without limitation the Heritage Act and any Environmental Law;
  - (ii) that upon request by the Minister for Lands under section 49(2) of the LA Act, MNR submit to the Minister for Lands for approval a plan for the development, management and use of the Crown land in the reserve;
  - (iii) otherwise on the terms and conditions and in the form of the Management Order annexed at Schedule 2, and includes, as the context requires, that Management Order as it may be amended, varied or granted or replaced from time to time.
- (c) the carrying out of any activity permitted by the rights and grants referred to above.  
(each a Land Transaction and together the Land Transactions).

### 3.6 No Right to Negotiate

(a) The Right to Negotiate Procedure does not apply to any of the 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.

(b) For the avoidance of doubt, no other procedural requirements in Part 2 Division 3 of the NTA apply to the Land

Transactions described in clause 3.2.

#### 1.1 Defined Terms

"Heritage Act" means the Aboriginal Heritage Act 1972 (WA).

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

"Land Transactions" has the meaning given to that term in clause 3.2.

"Minister for Lands" means a body corporate continued under section 7(1) of the LA Act.

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

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

[WI2018\\_002 Schedule 1 - Agreement Area Maps and Technical Description \(Clause 1.1\).pdf](#)