



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2016/012
<b>Short name</b>	Dambimangari KSCS Marine Parks ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	21/02/2017
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Wyndham-East Kimberley, Shire of Derby/West Kimberley

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### Description of the area covered by the agreement

2.1 'ILUA Area' means the Lalang-garram / Camden Sound Marine Park Intertidal Area, the Lalang-garram / Camden Sound Marine Park (Dambimangari Part) (Subtidal), the North Lalang-garram Marine Park Area and the Lalang-garram / Horizontal Falls Marine Park Area, which is shown on Map 1 of SCHEDULE 2.

[A written description and map of the agreement area is contained in Schedules 1 and 2 of the agreement. 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 cover about 11,637 sq km in the vicinity of Collier Bay and Prince Recent River, approximately 60 km north east of Derby.]

### Parties to agreement

#### *Applicant*

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<b>Party name</b>	State of Western Australia
<b>Contact address</b>	c/- State Solicitor's Office Level 23 David Malcolm Justice Centre 28 Barrack Street Perth WA 6000

#### *Other Parties*

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<b>Party name</b>	Wanjina-Wunggurr (Native Title) Aboriginal Corporation RNTBC
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**Contact address** c/- Kimberley Land Council  
PO Box 2145  
Broome WA 6725

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**Party name** Dambimangari Aboriginal Corporation

**Contact address** PO Box 648  
Derby WA 6728

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**Party name** Aboriginal Affairs Planning Authority

**Contact address** c/- State Solicitor's Office  
Level 23 David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Minister For Aboriginal Affairs

**Contact address** c/- State Solicitor's Office  
Level 23 David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Minister For Lands

**Contact address** c/- State Solicitor's Office  
Level 23 David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Minister for Environment

**Contact address** c/- State Solicitor's Office  
Level 23 David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Conservation And Parks Commission

**Contact address** c/- State Solicitor's Office  
Level 23 David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** CEO of the Department of Parks and Wildlife, acting through the Conservation and Land Management Executive Body

**Contact address** c/- State Solicitor's Office  
Level 23 David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Period in which the agreement will operate**

**Start date** not specified

**End date** not specified

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6.1 (a) Clauses 2, 3, 4, 5, 6, 7, 15, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 have force and effect from the Execution Date.

(b) The provisions of this Agreement, other than those referred to in clause 6.1(a), have force and effect from the Commencement Date.

6.2 Subject to clause 6.3, this Agreement continues indefinitely.

6.3 This Agreement shall terminate only on the occurrence of the following events, whichever is the first to occur (the Termination Date):

(a) the Agreement ceases in accordance with clause 5.6; or

(b) all Parties agree in writing to end the Agreement; or

(c) the Determination is revoked in accordance with the Native Title Act; or

(d) the Agreement is removed from the Register of Indigenous Land Use Agreements by the Native Title Registrar in accordance with section 199C of the Native Title Act; or

(e) where a Replacement Agreement comes into effect in accordance with clause 18.5.

2.1 'Determination' means the determination by the Federal Court of Australia in *Barunga v State of Western Australia* [2011] FCA 518, that native title exists over land and waters.

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

8.1 The Parties:

(a) confirm that Lalang-garram / Camden Sound Marine Park (Dambimangari Part) (Subtidal) has been validly created by reservation under section 13 of the Conservation and Land Management Act.

(b) irrevocably consent to the future acts set out in clause 8.2 to the extent that they are future acts, with the intent that such statements of consent satisfy the requirements of section 24EB(1)(b) of the Native Title Act.

8.2 In consideration of the joint management referred to in clause 12 the Parties irrevocably consent to:

(a) following the excision of the Lalang-garram / Camden Sound Marine Park Intertidal Excision Area from Kunmunya Reserve 23079, the reservation and classification as class A of the Lalang-garram / Camden Sound Marine Park Intertidal Area (to be added to the Lalang-garram / Camden Sound Marine Park (Dambimangari) (Subtidal)) under section 13 of the Conservation and Land Management Act and the vesting of that reserve in the Commission [Conservation and Parks Commission] under section 7 of the Conservation and Land Management Act;

(b) the reservation and classification as class A of the North Lalang-garram Marine Park Area under section 13 of the Conservation and Land Management Act and the vesting of that reserve in the Commission under section 7 of the Conservation and Land Management Act; and

(c) following the excision of the Lalang-garram / Horizontal Falls Marine Park Intertidal Excision Area from Kunmunya Reserve 23079, the reservation and classification as class A of the Lalang-garram / Horizontal Falls Marine Park Area under section 13 of the Conservation and

Land Management Act and the vesting of that reserve in the Commission under section 7 of the Conservation and Land Management Act.

8.3. For the avoidance of doubt the consent to the doing of the future acts referred to in clause 8.2 includes consent to:

- (a) in respect of an area of land that is wholly or partly within the Conservation Estate, the granting, issue or creation of any Tenure;
- (b) the exercise of any right or the discharge of any obligation, now and in the future, under:
  - (1) the Conservation and Land Management Act and the Wildlife Conservation Act and any regulations made under those Acts; and
  - (2) any Tenure;
- (c) the exercise, now and in the future, of the various powers and functions under the Conservation and Land Management Act and the Wildlife Conservation Act and any regulations made under those Acts, including the preparation and approval of management plan(s) for the Conservation Estate; and
- (d) the exercise of any right or the discharge of any obligation, now and in the future, that arises under other applicable legislation as a consequence of the creation of the Conservation Estate.

9.3 In respect of the ILUA Area the future act provisions in Part 2 Division 3 of the Native Title Act (other than Subdivision B) do not apply to the future acts referred to in clause 8.2 and those future acts are valid if done in accordance with this Agreement whether or not the provisions of Part 2 Division 3 of the Native Title Act would otherwise apply.

2.1 'Conservation and Land Management Act' means the Conservation and Land Management Act 1984 (WA).

'Conservation Estate' means Lalang-garram / Camden Sound Marine Park (Dambimangari Part), North Lalang-garram Marine Park, and the Lalang-garram / Horizontal Falls Marine Park.

'Lalang-garram / Camden Sound Marine Park (Dambimangari Part)' means the waters within the Determination Area reserved under section 13 of the Conservation and Land Management Act for the purpose of "marine park" in respect of the Lalang-garram / Camden Sound Marine Park Intertidal Area together with the Lalang-garram / Camden Sound Marine Park (Dambimangari Part) (Subtidal), and which are described in SCHEDULE 1 and shown on Map 3 in SCHEDULE 2.

'Lalang-garram / Camden Sound Marine Park (Dambimangari Part) (Subtidal)' means those waters in the Lalang-garram / Camden Sound Marine Park (Subtidal) within the Determination Area, which are described in SCHEDULE 1 and shown on Map 3 in SCHEDULE 2.

'Lalang-garram / Camden Sound Marine Park Intertidal Area' means the waters within the Determination Area between the low water mark and the high water mark (some of which are to be excised from Kunmunya Reserve 23079) to be reserved under section 13 of the Conservation and Land Management Act for the purpose of "marine park", and which are described in SCHEDULE 1 and shown on Map 3 in SCHEDULE 2.

'Lalang-garram / Camden Sound Marine Park Intertidal Excision Area' means the land within the Determination Area which is to be excised from Kunmunya Reserve 23079 and reserved under section 13 of the Conservation and Land Management Act for the purpose of "marine park" so as to be included in the Lalang-garram / Camden Sound Marine Park (Dambimangari Part), and which is described in SCHEDULE 1 and shown on Map 2 in SCHEDULE 2.

'Lalang-garram / Horizontal Falls Marine Park Area' means the waters within the Determination Area to be reserved under section 13 of the Conservation and Land Management Act for the purpose of "marine park" and which are described in SCHEDULE 1 and shown on Map 4 in SCHEDULE 2.

'Lalang-garram / Horizontal Falls Marine Park Intertidal Excision Area' means the land within the Determination Area to be excised from Kunmunya Reserve 23079 and reserved under section 13 of the Conservation and Land Management Act for the purpose of "marine park" so as to be included in the Lalang-garram / Horizontal Falls Marine Park, and which is described in

SCHEDULE 1 and shown on Map 2 in SCHEDULE 2.

'North Lalang-garram Marine Park Area' means the waters within the Determination Area to be reserved under section 13 of the Conservation and Land Management Act for the purpose of "marine park", and which are described in SCHEDULE 1 and shown on Map 5 in SCHEDULE 2.

'Tenure' means, in respect of the area of land that is wholly or partly within the Conservation Estate, any licence, permit or other authority which is granted, issued or created under the Conservation and Land Management Act or the Wildlife Conservation Act and any regulations made under those Acts, following the creation of any of the Conservation Estate, but not including any lease.

'Wildlife Conservation Act' means the Wildlife Conservation Act 1950 (WA).

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

[WI2016\\_012 Schedule 1 - Technical descriptions.pdf](#)

[WI2016\\_012 Schedule 2 - Plans.pdf](#)