



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2017/018
Short name	Budina and Emu Creek ILUA
ILUA type	Body Corporate
Date registered	03/05/2018
State/territory	Western Australia
Local government region	Shire of Ashburton

Description of the area covered by the agreement

"Agreement Area" means the area set out in SCHEDULE 5 of this Agreement, as varied from time to time in accordance with the terms of this Agreement.

[A map and written description of the agreement area is contained in Schedule 5 of the agreement. A copy of Schedule 5 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: Approximately 135 sq km and located about 240 km north-east of Carnarvon.]

Parties to agreement

Applicant

Party name	Kurt and Nikki Leanne Elezovich
Contact address	Emu Creek Station PMB11 Carnarvon WA 6701

Other Parties

Party name	Budina Aboriginal Corporation
Contact address	c/- Yamatji Marlpa Aboriginal Corporation Level 8, 12-14 The Esplanade Perth WA 6000

Period in which the agreement will operate

Start date	not specified
End date	not specified

1.2 This Agreement commences on the Commencement Date and will continue to have effect for the Term.

1.4 From the date of Registration of this Agreement as a Body Corporate Agreement pursuant to section 24BG of the NTA, this Agreement shall be an Indigenous Land Use Agreement (Body Corporate Agreement) in accordance with its terms.

14.1 Except for the obligations arising under clause 15 [Confidentiality] below and obligations accrued before termination, this Agreement automatically terminates and the Parties will have no further rights or obligations pursuant to this Agreement where:

- (a) the Pastoral Lease comes to an end in respect of the Agreement Area without any renewal, re-grant or substitution in accordance with this Agreement; or
- (b) by written mutual agreement of all the Parties.

"Commencement Date" means:

- (a) to the extent that this Agreement has force as a contract, the Execution Date; and
- (b) to the extent that this Agreement has force as an Indigenous Land Use Agreement, the date of its Registration as an Indigenous Land Use Agreement.

"Execution Date" means the date on which this Agreement has been executed by all the parties.

"Pastoral Lease" means, as appropriate:

- (a) the pastoral lease N050183 being Emu Creek Station, and includes any extension, renewal, re-grant, remaking or replacement of such pastoral lease from time to time; and
- (b) the land identified with the above pastoral lease.

"Term" means the period commencing on the Commencement Date and ending on the date that this Agreement is terminated in accordance with clause 14 of this Agreement.

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

5.2 The Budina PBC and Budina People consent to the doing of the following classes of future acts:

- (a) the renewal, re-making or re-grant of the Pastoral Lease from time to time;
- (b) the grant of a licence, permit or authorisation from time to time (including any amendment or renewal, re-making or re-granting of the Pastoral Lease) to conduct activities for agricultural purposes (including the diversification and intensification of pastoral related activities) on the Pastoral Lease;
- (c) the grant of leases, licences and permits from time to time to conduct Low Impact Tourism activity in the Pastoral Lease; and
- (d) the grant of a pastoral lease from time to time in relation to all or part of any Stock Route or Reserve,

to the extent and in the terms of schedule 2 of this Agreement.

[A copy of Schedule 2 is attached to this register extract]

5.5 The Parties intend that Subdivision P of Division 3, Part 2 of the NTA will not apply to the Agreed Future Acts in this Agreement.

"Agreed Future Acts" are those acts set out in SCHEDULE 2 of this Agreement.

"Budina PBC" means the Budina Aboriginal Corporation a prescribed body corporate for the purposes of section 56 of the NTA, which holds communal or group rights and interests on trust for the Budina People.

"Budina People" means those people who are identified as the common law native title holders referred to in the Determination.

"Low Impact Tourism" includes:

- (a) Farm Tourism Activity (for pastoral-based tourism and may include activities such as station-stay accommodation and tours of the pastoral lease); and
- (b) using specified land under the Pastoral Lease for non-pastoral-based tourism at buildings or facilities already existing on the Pastoral Lease at the Commencement Date.

Low Impact Tourism recognises principles of ecologically sustainable development and displays sensitivity to the area in which it operates. Low Impact Tourism does not include the tourism referred to in section 24GB(3) of the NTA nor any form of tourism that teaches or purports to teach aspects of Aboriginal culture.

"Reserve" means the portion of any reserve within the Agreement Area.

"Stock Route" means the portion of any stock route within the Agreement Area.

Attachments to the entry

[WI2017_018 Schedule 2 Agreed Future Acts.pdf](#)

[WI2017_018 Schedule 5 Map and Description of Agreement Area.pdf](#)