

## 1.1 Defined terms

In this document:

**Agreement** means this Indigenous Land Use Agreement entered into pursuant to Part 2, Division 3, Subdivision B of the NTA.

**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, U, 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.

**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.

**Ancillary Agreement** means the agreement referred to in Recital C.

**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.

**Area A** means that area as is hachured in green and shown as Area A on the map in Part A of Schedule 1.

**Area B** means that area as is hachured in green and shown as Area B on the map in Part A of Schedule 1.

**Area C** means that area as is hachured in green and shown as Area C on the map in Part A of Schedule 1.

**Area D** means that area as is hachured in green and shown as Area D on the map in Part A of Schedule 1.

**Area E** means that area as is hachured in red and shown as Area E on the map in Part A of Schedule 1.

**Area F** means that area as is hachured in green and shown as Area F on the map in Part A of Schedule 1.

**Area G** means that area as is hachured in red and shown as Area G on the map in Part A of Schedule 1, and depicted as Area G on the maps in Parts B and E of Schedule 1, and as described in Part F of Schedule 1.

**Area H** means that area coloured black and shown as Area H on the map in Part A of Schedule 1.

**Area I** means that area as is hachured in blue and shown as Area I on the map in Part A of Schedule 1.

**Area J** means that area as is hachured in red and shown as Area J on the map in Part A of Schedule 1.

**Area K** means that area as is hachured in blue and shown as Area K on the map in Part A of Schedule 1.

**Area L** means that area as is hachured in blue and shown as Area L on the map in Part A of Schedule 1.

**Area M** means that area as is hachured in blue and shown as Area M on the map in Part A of Schedule 1.

**Area N** means that area as is hachured in green and shown as Area N on the map in Part A of Schedule 1.

**Area O** means that area as is hachured in blue and shown as Area O on the map in Part A of Schedule 1.

**Area P** means that area as is hachured in blue and shown as Area P on the map in Part A of Schedule 1.

**Area Q** means that area coloured black and shown as Area Q on the map in Part A of Schedule 1.

**Area R** means that area coloured black and shown as Area R on map 1 in Part A of Schedule 1.

**Area S** means that area as is hachured in orange and shown as Area S on the map in Part A of Schedule 1.

**Area T** means that area as is hachured in orange and shown as Area T on the map in Part A of Schedule 1.

**Area U** means that area as is hachured in orange and shown as Area U on the map in Part A of Schedule 1.

**Area V** means that area as is hachured in orange and shown as Area V on the map in Part A of Schedule 1.

**Area W** means that area as is hachured in orange and shown as Area W on the map in Part A of Schedule 1.

**Authorisation** means any approval, authorisation, consent, exemption, licence, notarisation, registration or waiver however described and any renewal of or variation to any of them.

**Benefits** mean the financial or non-financial benefits pursuant to the Ancillary Agreement that the Proponent will provide to the RNTBC and/or the Native Title Group in accordance with that agreement.

**Business Day** means:

- (a) a day that is not a Saturday, Sunday or public holiday in the place where the notice is sent to; and
- (b) for all other purposes, a day that is not a Saturday, Sunday or public holiday in Western Australia.

**Business Hours** means from 9.00am to 5.00pm on a Business Day.

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

**Compensation** means compensation for any loss, diminution, impairment or other effect on any native title rights and interests.

**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.

**Details** means the Parties' respective details contained in the 'Details' section at the start of this Agreement, preceding the 'Recitals'.

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

**Dispute** has the meaning given in clause 9.1.

**Dispute Notice** has the meaning given in clause 9.1.

**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.

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

**Extinguishment Area** means the area which is the subject of Easement 2 and the Freehold Act.

**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.

**Freehold Area 1** means the area depicted as ‘Freehold Area 1’ on the map in Part G of Schedule 1.

**Freehold Area 2** means the area depicted as ‘Freehold Area 2’ on the map in Part G of Schedule 1.

**Freehold Area 3** means the area depicted as ‘Freehold Area 3’ on the map in Part G of Schedule 1.

**Future Act** has the same meaning as given to it by the NTA.

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

**ILUA Regulations** means the *Native Title (Indigenous Land Use Agreements) Regulations 1999* (Cth).

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

**Landgate** means the Western Australian Land Information Authority (trading as Landgate).

**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.

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

**Native Title Determination** means the approved determination of native title made by Justice Bennett on 30 May 2007 in Federal Court of Australia proceedings WAD 6185 of 1998, known as *Brown (on behalf of the Ngarla People) v State of Western Australia* [2007] FCA 1025.

**Native Title Group** means the common law holders of native title in the Determination Area as set out in the Fifth Schedule of the Native Title Determination.

**Native Title Registrar** is the Registrar appointed under section 95 of the NTA.

**NNTT** means the National Native Title Tribunal established by section 107 of the NTA.

**Non-Extinguishing Agricultural Land Transactions** means the Agricultural Land Transactions described in paragraphs (a) to (c) (inclusive) and (e) of the definition of 'Agricultural Land Transactions'.

**Non-Extinguishment Principle** means the non-extinguishment principle as defined in section 238 of the NTA.

**Notice** has the meaning given in clause 13.1.

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

**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.

**Pastoral Lease** means pastoral lease N050324 held by the Proponent.

**PBC Regulations** means the *Native Title (Prescribed Bodies Corporate) Regulations 1999* (Cth).

**Registered Native Title Body Corporate** has the same meaning as given to it by the NTA.

**Representative Body** means the Yamatji Marlpa Aboriginal Corporation (ICN 2001) of Level 8, 12-14 The Esplanade, Perth in the State of Western Australia.

**Reserve 541** means Reserve 541 for the purpose of Water and Stopping Place for Travellers and Stock.

**Reserve 1542** means Reserve 1542 for the purpose of a Watering Place.

**Reserve 38769** means Reserve 38769 for the purpose of a Microwave Translator Site on Lot 12 on Deposited Plan 215789.

**Reserve 9697** means Reserve 9697 for the Kimberley De Grey Stock Route being portion of Lot 56 on Deposited Plan 240321.

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

**Rule Book** means the Rule Book of the RNTBC registered in accordance with the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).

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