



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2017/002
Short name	NKAC KSCS Eighty Mile Beach ILUA
ILUA type	Body Corporate
Date registered	22/03/2017
State/territory	Western Australia
Local government region	Shire of Broome

Description of the area covered by the agreement

Clause 2.1 of the agreement defines ILUA Area as the Eighty Mile Beach Marine Park Intertidal Area, the Walyarta Conservation Park Area and the Nature Reserve Area, in respect of which areas the PBC consents to the Future Acts referred to in clause 8, and which is shown on Map 1 in Schedule 2.

[A written technical description of the area is contained in Schedule 1 and a map showing the agreement area is contained in Schedule 2. A copy of Schedule 1 and Schedule 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 Areas cover about 244 sq km, located in 2 portions approximately 160 and 210 km south west of Broome in the vicinity of Eighty Mile Beach and East of the Sandfire Roadhouse.]

Parties to agreement

Applicant

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

Other Parties

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

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

Party name	Minister for Environment
-------------------	--------------------------

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

Party name Minister for Lands
Contact address c/- State Solicitor's Office
Level 23 David Malcolm Justice Centre
28 Barrack Street
Perth WA 6000

Party name Nyangumarta Karajarri Aboriginal Corporation RNTBC
Contact address c/- Kimberley Land Council
11 Gregory Street
Broome WA 6725

Period in which the agreement will operate

Start date not specified

End Date not specified

6.1 (a) Clauses 2, 3, 4, 5, 6, 7, 16, 17, 18, 19, 20, 21, 22, 24, 25 and 26 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) clause 5.6 comes into effect; 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) a Replacement Agreement is registered in accordance with clause 17.5(b).

'Commencement Date' means the date on which this Agreement is registered on the Register of Indigenous Land Use Agreements pursuant to section 24BG of the Native Title Act.

'Execution Date' means the date on which this Agreement is executed by all Parties [being 16 December 2016].

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

8.1. (a) The Parties irrevocably consent to the Future Acts set out in clauses 8.2, 8.3 and 8.4 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; and

(b) For the avoidance of doubt, nothing in this Agreement shall be taken to be a consent to the doing of any future act other than the Future Acts identified in clauses 8.2, 8.3 and 8.4.

8.2. For the purposes of section 24EB of the Native Title Act, the Parties irrevocably consent to the reservation of the Eighty Mile Beach Marine Park Intertidal Area for the purposes of "marine park" under section 13 of the Conservation and Land Management Act, the classification of that reserve as "class A" and the vesting of that reserve in the Commission under section 7 of the Conservation and Land Management Act.

8.3. For the purposes of section 24EB of the Native Title Act, the Parties irrevocably consent:

- (a) to the reservation of the Walyarta Conservation Park Area under section 41 of the Land Administration Act for the purpose of "conservation park" and the Joint Vesting of that reserve in the Commission and the PBC; and
- (b) to the reservation of the Nature Reserve Area under section 41 of the Land Administration Act for the purpose of "conservation of flora and fauna" (nature reserve) and its classification as "Class A" under section 42 of the Land Administration Act and the Joint Vesting of that reserve in the Commission and the PBC;

8.4. (a) In respect of an area of land that is wholly or partly within the ILUA Area (but only to the extent that the act is done within the ILUA Area), the Parties irrevocably consent to:

- (1) the granting, issue or creation of any Tenure;
- (2) the exercise of any right or the discharge of any obligation, now and in the future, under:
 - (A) the Conservation and Land Management Act and the Wildlife Conservation Act and any regulations made under those Acts; and
 - (B) any Tenure;
- (3) 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 any management plan(s) for those parts of the reserves comprising the ILUA Area; and
(4) 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 whether any of these acts is an incident of any of the Future Acts referred to in clauses 8.2 or 8.3, or whether the act is a separate future act.
(b) For the avoidance of doubt the State Parties do not concede that any particular act described in this clause 8.4 is necessarily a future act.

9.3. (a) 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 clauses 8.2, 8.3 and 8.4 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.

(b) For the avoidance of doubt, this clause:

(1) does not apply to any future acts other than the Future Acts; and

(2) does not affect the application of the provisions of Part 2 Division 3 of the Native Title Act to the Adjacent Areas.

"Adjacent Areas" means the Eighty Mile Beach Marine Park Adjacent Area and the Nature Reserve Adjacent Area, as shown on Map 1 in SCHEDULE 2.

"Conservation Estate" means the Eighty Mile Beach Marine Park (Shared Karajarri - Nyangumarta Part), Walyarta Conservation Park (Shared Karajarri – Nyangumarta Part) and the Nature Reserve as shown on Map 2 in SCHEDULE 2.

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

"Eighty Mile Beach Marine Park Intertidal Area" means the waters between the lowest astronomical tide and the high water mark, 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 3 in SCHEDULE 2.

"Future Acts" means the future acts consented to in clause 8.

"ILUA Area" means the Eighty Mile Beach Marine Park Intertidal Area, the Walyarta Conservation Park Area and the Nature Reserve Area, in respect of which areas the PBC consents to the Future Acts referred to in clause 8, and which is shown on Map 1 in SCHEDULE 2.

"Joint Vesting" means a joint vesting of land as provided for in section 8AA(2) of the Conservation and Land Management Act.

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

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

"Nature Reserve Area" means the land to be reserved under section 41 of the Land Administration Act for the purpose of "conservation of flora and fauna" and to which the Conservation and Land Management Act will apply by sections 5(1)(d) and 7(2) of that Act, and which is described in SCHEDULE 1 and shown on Map 3 in SCHEDULE 2 and which falls within the Determination Area.

"Party" means a party to this Agreement.

"State Parties" means the State, Minister for Lands, Minister, Commission and CEO.

"Tenure" means, in respect of the ILUA Area, 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.

"Walyarta Conservation Park Area" means the land to be reserved under section 41 of the Land Administration Act for the purpose of "conservation park" and to which the Conservation and Land Management Act will apply by sections 5(1)(ca) and 7(2a), and which is described in SCHEDULE 1 and shown on Map 4 in SCHEDULE 2 and which falls within the Determination Area.

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

Attachments to the entry

[WI2017_002 Schedule 1 Land Description.pdf](#)

[WI2017_002 Schedule 2 Map 1 ILUA Area and Adjacent Areas.pdf](#)

[WI2017_002 Schedule 2 Map 2 Overview Map of Conservation Estate.pdf](#)

[WI2017_002 Schedule 2 Map 3 Eighty Mile Beach Marine Park and Other.pdf](#)

