



Extract from Register of Indigenous Land Use Agreements

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|--------------------------------|-----------------------------|
| NNTT number | WI2019/002 |
| Short name | Jurruru #3 and Kooline ILUA |
| ILUA type | Body Corporate |
| Date registered | 29/07/2019 |
| State/territory | Western Australia |
| Local government region | Shire of Ashburton |

Description of the area covered by the agreement

"**Agreement Area**" means those parts of the area of the Determination as set out in Schedule B.

[A written description of the agreement area is contained in Schedule B. A map of the agreement area is contained in Schedule C. A copy of Schedules B and C 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 covers approximately 212 square km and is located adjacent to the southern banks of the Ashburton River, 17 km east of the Barlee Range Nature Reserve, 183 km south east of Onslow and 133 km west of Paraburdoo.]

Parties to agreement

Applicant

| | |
|------------------------|----------------------------|
| Party name | Stamco Beef Pty Ltd |
| Contact address | LMB 6 Carnarvon WA 6701 |

Other Parties

| | |
|------------------------|--|
| Party name | The Jurruru Aboriginal Corporaton RNTBC |
| Contact address | c/- Yamatji Marlpa Aboriginal Corporation (YMAC) PO Box 3072 249 Hay Street Perth WA 6892 |

Period in which the agreement will operate

Start date not specified

End Date not specified

20.1 Term

The term of this agreement commences on the Commencement Date.

20.2 Duration

Except for the obligations arising under clause 21 below and obligations accrued before termination, this agreement will come to an end and the Parties will be released from further compliance with its terms:

- (a) when the Pastoral Lease comes to an end; or
- (b) by the written mutual agreement of all the Parties, whichever happens first.

"Commencement Date" means:

- i. to the extent that this agreement has force as a contract, the date on which this agreement has been executed by all of the parties to it; and
- ii. to the extent that this agreement has force as an Indigenous Land Use Agreement, upon its Registration as an Indigenous Land Use Agreement.

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

4.2 Consent to Doing of Future Acts – NTA subsection 24EB(1)

(a) For the purposes of subsection 24EB(1) of the NTA, the Jurruru People and the PBC consent to the doing of the future acts provided for in this agreement, subject to the terms of this agreement.

(b) The Jurruru People and the PBC consent to the doing of the following classes of future acts:

i) the renewal, re-making, extension, replacement or re-grant of the Pastoral Lease from time to time

ii) the grant of a licence, permit or authorisation from time to time (including any amendment or renewal, re-making, extension, replacement or re-granting of the Pastoral Lease) to conduct activities for agricultural purposes including

a. the diversification and intensification of pastoral related activities;

b. carbon sequestration activities that may be permitted to be undertaken on the Pastoral Lease subject to any approvals for the purpose of carbon legislation including the *Carbon Credits (Carbon Farming Initiative) Act 2011* (Cth)

on the Pastoral Lease;

iii) the grant of leases, licences and permits from time to time to conduct Low Impact Tourism activity in the Pastoral Lease; and

iv) the grant of Pastoral Lease from time to time in relation to all or part of the Stock Routes or Reserves, to the extent and in the terms of clause 12 of this agreement ("**Agreed Future Acts**")

(f) The Parties intend that Subdivision P of Division 3, Part 2 of the NTA not apply to any of the Agreed Future Acts.

"**Agreement Area**" means those parts of the area of the Determination as set out in Schedule B.

"**Farm Tourism Activity**" has the same meaning as under section 24GB of the NTA.

"**Low Impact Tourism**" includes:

1. Farm Tourism Activity (for pastoral-based tourism and may include activities such as station-stay accommodation and tours of the Pastoral Lease); and
2. 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.

"**Pastoral Lease**" means pastoral lease PL N049418 being Kooline Station and any extension, renewal, re-grant, remaking or replacement of any such pastoral lease whether granted, extended, re-granted, remade, renewed or replaced as at the date of this agreement or any time during the term of this agreement and includes any pastoral lease granted from time to time in relation to the area of the Reserves.

"**PBC**" means the Jurruru Aboriginal Corporation a prescribed body corporate for the purposes of section 56 of the

NTA which holds communal or group rights and interests in trust for the Jurruru People.

"Reserves" means those reserves in the Determination Area as set out in Schedule B.

Attachments to the entry

[Schedule B Description of the Agreement Area.pdf](#)

[Schedule C Map of the Agreement Area.pdf](#)