Submission to Parliament
under Section 42(4)
of the Land Administration Act 1997

PROPOSAL

Submission No:

Submitted by the
Minister for Lands

on .................. of .................................. 20 ...........
(day) (month) (year)
SUBMISSION TO PARLIAMENT
UNDER SECTIONS 42(4), 44(1) OR 45(4)
OF THE LAND ADMINISTRATION ACT 1997

The proposal detailed in this report is required by the above provisions to be laid before each House of Parliament.

Section 43 of the Land Administration Act 1997 provides as follows:

43(1) If, after a proposal is laid before each House of Parliament under Sections 42(4), 44(1) or 45(4) notice of a resolution disallowing the proposal—

(a) is not given in either House of Parliament within 14 sitting days of that House after the proposal was laid before it, the proposed reduction, excision, cancellation, change, grant or permission may be implemented by order after the last day of the later of those periods of 14 sitting days;

(b) is given in either or both of the Houses of Parliament within 14 sitting days of that House, or each of those Houses, after the proposal was laid before it, but that resolution is not lost in that House or each of those Houses within 30 sitting days after the proposal was laid before it, the proposed reduction, excision, cancellation, change, grant or permission lapses; or

(c) is given in either or both of the Houses of Parliament within 14 sitting days of that House, or each of those Houses, after the proposal was laid before it, but that resolution is lost in that House or each of those Houses within 30 sitting days after the proposal was laid before it, the proposed reduction, excision, cancellation, change, grant or permission may be implemented by order after that loss or after the later of those losses, as the case requires.

(2) It does not matter whether or not a number of sitting days referred to in subsection (1) or some of them occur during—

(a) the same session of Parliament; or

(b) the same Parliament,
as that in which the relevant proposal is laid before the House of Parliament concerned.

The proposal set out in this report is accordingly tabled in this House on this.............. day of ........................................2018

HON RITA SAFFIOTI MLA
MINISTER FOR LANDS (or her representative in the Legislative Council)
CANCELLATION OF CLASS ‘A’ RESERVE 51046 UNDER SECTION 42(4) OF THE LAND ADMINISTRATION ACT 1997 (LAA)

Class ‘A’ Reserve 51046 comprises Lot 609 on Deposited Plan 70314 (Annexure 1) and is set aside for the purpose of “Conservation, Recreation and Traditional and Customary Aboriginal Use and Enjoyment”. The reserve is jointly managed by Yawuru Native Title Holders Aboriginal Corporation RNTBC and the Conservation Commission of Western Australia.

It is proposed to cancel Reserve 51046, to allow for the reservation of the subject area under section 13 of the Conservation and Land Management Act 1984 for the purpose of “Marine Park”, and its inclusion into the Yawuru Nagulagun / Roebuck Bay Marine Park.

The proposed cancellation of Reserve 51046 and creation of the Yawuru Nagulagun / Roebuck Bay Marine Park are outcomes of the Yawuru Nagulagun / Roebuck Bay Marine Park Indigenous Land Use Agreement (Annexure 2).

In accordance with section 42(5) of the LAA, the proposal was advertised in The West Australian newspaper on 23 August 2017. At the conclusion of the designated period for comments, no submissions were received. A copy of the approved advertisement is at Annexure 3.

ELECTORAL DISTRICT OF KIMBERLEY
KIMBERLEY REGION
SHIRE OF BROOME
Extract from Register of Indigenous Land Use Agreements

NNTT number       W12016/004
Short name         Yawuru Nagulagun / Roebuck Bay Marine Park ILUA
ILUA type          Body Corporate
Date registered    13/12/2016
State/territory   Western Australia
Local government region Shire of Broome

Description of the area covered by the agreement

Clause 2.1 of the agreement describes the ILUA Area as the "Yawuru Nagulagun / Roebuck Bay Marine Park Intertidal Area, as shown on Map 1 in Schedule 2."

Yawuru Nagulagun / Roebuck Bay Marine Park Intertidal Area means the waters to be reserved under section 13 of the Conservation and Land Management Act as a Class A reserve for the purpose of Marine Park, within the Determination Area, which waters are described in Schedule 1 and shown on Map 1 in Schedule 2.

[A map of the agreement area is contained in Schedule 2 of the agreement. A copy of Schedule 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 Area covers about 380 sq km of land and water in the vicinity of Roebuck Bay and to the south east of Broome.]

Parties to agreement

Applicant

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

<table>
<thead>
<tr>
<th>Party name</th>
<th>Contact address</th>
</tr>
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<tbody>
<tr>
<td>Yawuru Native Title Holders Aboriginal Corporation (RNTBC)</td>
<td>c/- Nyamba Buru Yawuru Ltd PO Box 425 Broome WA 6725</td>
</tr>
<tr>
<td>Minister for Environment</td>
<td>c/- State Solicitor’s Office David Malcolm Justice Centre 28 Barrack Street Perth WA 6000</td>
</tr>
<tr>
<td>Minister for Lands</td>
<td>c/- State Solicitor’s Office David Malcolm Justice Centre 28 Barrack Street Perth WA 6000</td>
</tr>
<tr>
<td>Conservation and Parks Commission</td>
<td>c/- State Solicitor’s Office David Malcolm Justice Centre 28 Barrack Street Perth WA 6000</td>
</tr>
<tr>
<td>CEO of the Department of Parks and Wildlife, acting through the Conservation and Land Management Executive Body</td>
<td>c/- State Solicitor’s Office David Malcolm Justice Centre 28 Barrack Street Perth WA 6000</td>
</tr>
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### Period in which the agreement will operate

<table>
<thead>
<tr>
<th>Start date</th>
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Not specified

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

4.1 Agreement Area

This agreement applies to
(a) the ILUA Area, and
(b) the Yawuru Nagulagun/Roebuck Bay Marine Park (Adjacent Area)

4.2 Adjacent Area
The parties acknowledge and agree that:
(a) the Yawuru Nagulagun / Roebuck Marine Park (Adjacent Area) does not form part of the ILUA Area for the purposes of section 24BC of the Native Title Act, but is included in the Agreement as part of the consideration; and
(b) references in this Agreement to consent to future acts and the application of the non-extinguishment principle do not apply to the Yawuru Nagulagun / Roebuck Bay Marine Park (Adjacent Area).

8.1. The Parties irrevocably consent to the acts set out in clause 8.2 and 8.3 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. The Parties irrevocably consent to, the reservation and classification as class A of the Yawuru Nagulagun / Roebuck Bay Marine Park Intertidal Area as Marine Park 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 acts referred to in clause 8.2 includes consent to, in respect of any land or waters within the Yawuru Nagulagun / Roebuck Bay Marine Park Intertidal Area:
(a) 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:
(i) the Conservation and Land Management Act and the Wildlife Conservation Act and any regulations made under those Acts; and
(ii) 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); 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 Marine Park.

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 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.


'Future Acts' means the acts referred to in clauses 8.2 and 8.3.

'Tenure' means, in respect of the area of land or waters that is wholly or partly within the Yawuru Nagulagun / Roebuck Bay Marine Park, 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 Yawuru Nagulagun / Roebuck Bay Marine Park, but not including any lease.


Attachments to the entry

WI2016_004 Schedule 1 Land Description.pdf
WI2016_004 Schedule 2 Plans_Map 1 and Map 2.pdf
SCHEDULE 1. LAND DESCRIPTION

1) Yawuru Nagulagun / Roebuck Bay Marine Park Intertidal Area

The Yawuru Nagulagun / Roebuck Bay Marine Park Intertidal Area comprises Lot 609 (Reserve 51046) on Landgate Deposited Plan 70314 and includes Western Australian waters, the airspace above those waters, the seabed below those waters, and the subsoil to a depth of 200 metres below the seabed of that lot.

2) Yawuru Nagulagun / Roebuck Bay Marine Park (Adjacent Area)

The Yawuru Nagulagun / Roebuck Bay Marine Park (Adjacent Area) comprises Western Australian waters, the airspace above those waters, the seabed below those waters, and the subsoil to a depth of 200 metres below that seabed that are:

(a) contained within and bounded by a line:
   i) commencing south-west of Gantheaume Point at the intersection of the seaward limit of the coastal waters of the State and latitude 17°59’30” south;
   and
   ii) extending east along that latitude to longitude 122°09’24” east;
   iii) thence south along that longitude to latitude 18°03’30” south;
   iv) thence east along that latitude to longitude 122°17’00” east;
   v) thence north along that longitude to latitude 18°00’00” south;
   vi) thence east along that latitude to longitude 122°19’00” east;
   vii) thence north along that latitude to latitude 17°58’54” south;
   viii) thence west along that latitude to longitude 122°15’00” east;
   ix) thence north along that longitude from Roebuck Bay to latitude 17°56’54” south in Dampier Creek;
   x) thence north-westerly along the geodesic through the following co-ordinates that approximate the mangrove front in that creek-latitude 17°56’49.2” south longitude 122°14’54.0” east, latitude 17°56’46.2” south longitude 122°14’46.8” east, latitude 17°56’45.0” south longitude 122°14’45.0” east, latitude 17°56’42.0” south longitude 122°14’43.8” east;
   xi) thence west along that latitude to the point located at the intersection of that latitude and the high water mark of Dampier Creek that is nearest longitude 122°14’18” east;
   xii) thence generally northerly, generally north-easterly, generally south-easterly, generally southerly, generally north-westerly and again generally southerly.
along that water mark, and along the south-westernmost boundary of Lot 535 on Landgate Deposited Plan 73704 where that water mark intersects and extends east of that boundary, around Dampier Creek back to Roebuck Bay,

xiii) thence generally south-easterly along that water mark to the northernmost western boundary of Lot 609 on Landgate Deposited Plan 70314, at Fall Point,

xiv) thence southerly along that boundary, and continuing generally southerly, generally westerly and generally south-westerly along the lowest astronomical tide boundary of that lot across Roebuck Bay, and further continuing southerly along the western boundary of that lot to the intersection of that boundary and the high water mark east of Cape Villaret,

xv) thence generally westerly and generally south-westerly along that water mark, around Cape Villaret to the intersection of that water mark and latitude 18°20'00" south,

xvi) thence west along that latitude to the seaward limit of the coastal waters of the State;

xvii) thence generally north-easterly and generally northerly along that limit to the point of commencement; and

b) within that line, seaward of the high water mark of all islands

NOTES:

1) All geographic coordinates are expressed in terms of the Geocentric Datum of Australia 1994 (GDA94)

2) Boundary positions as described are subject to survey.

3) **Western Australian waters** means all waters -
   a) that are within the limits of the State; or
   b) that are 'coastal waters of the State'.

4) **coastal waters of the State** has the meaning given to that term in the Coastal Waters (State Powers) Act 1980 (Commonwealth) section 3(1).

5) **high water mark** means the ordinary (mean of) high water mark at spring tides as defined in the Land Administration Act 1997 section 3(1)
6) **lowest astronomical tide** means the lowest tide level which can be predicted to occur under average meteorological conditions and under any combination of astronomical conditions.
SCHEDULE 2.     PLANS
Cra一只 Williams has regained the ride on Vega Magic in Saturday week’s Group 1 Memsie Stakes (1400m) after Damien Oliver lost his appeal against a careless riding suspension.

The Racing Appeals and Disciplinary Board yesterday dismissed Oliver’s appeal against a 14-meeting ban incurred at Sha Tin a week ago.

Oliver, who guided the IA-owned Vega Magic to victory in last Saturday’s Listed Belad Roller Stakes (2000m) at Caulfield, will return from suspension in time for the Memsie Stakes.

Owner Wally Daly was pleased to regain the services of Williams, who teamed up with Vega Magic to win the Group 1 Goodwood (1200m) at Morphettville in May.

"We’re lucky to have those top jockeys on our horses," Daly said.

"I think he’ll accept himself well in the Memsie." 

Vega Magic raced wide throughout and jumped 60kg in his narrow win over Brave Smash in the Goodwood.

The David and Ben Weiss-trained gelding is the $5 second-favourite in the TAB’s Memsie Stakes market. Multiple Group 1 winner Le Romain is the early $4.20 favourite.

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**80° RACING**

**Williams back on Vega Magic**

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**Boon cow wars to Valle**

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**Vega Magic finds the line at Caulfield last Saturday. Picture: Vince Caligiuri/Geoffrey Images**