

PART 2 – CONSENTS TO FUTURE ACTS

Notes:

- (1) *There are, broadly speaking, three different aspects to this part:*
 - (a) *in the ILUA (Surrender - Third Party) Area, the State may grant freehold or leases (which are or may be 'future acts') and, upon such grants native title is*

areas that may eventually become parts of the ILUA (Surrender – Third Party) Areas by the State granting freehold or leases. As the State grants any freeholds or leases in the areas subject to clause 12.2(1) whereby native title is surrendered and extinguished there will be a corresponding reduction in the extent of the ILUA (Non Extinguishment) Area. Native title may also be surrendered in the area of the road within the Packsaddle Road Area;

(b) *in the ILUA (Surrender – MG) Area, the State may grant freehold for the*

- (a) the M2 Maximum Farm Area (not including the M2 Extinguished Area) - for agriculture;
- (b) the Green Swamp Acquisition Area and the Green Swamp Additional

- (c) the Ord West Bank Development Area except the Old Station Billabong Buffer Area, the Ord West Bank Special Buffer Area A and the Ord West Bank Special Buffer Area B - for agriculture;
- (d) the Ord East Bank Acquisition Area - for agriculture;
- (e) the Packsaddle Agriculture Area - for agriculture;
- (f) the Mantinea Acquisition Development Area (not including the area of |

Road Area to be nominated in writing by the State to the MG Corporation prior to commencement of construction.

- (2) Prior to the nomination under clause 12.4(1) the State shall:

(a) [REDACTED]

road and associated infrastructure within the Packsaddle Road Area; and

(b) [REDACTED] advise the MG Corporation in writing of the proposed alignment of the

13. NON-EXTINGUISHING ACTS TO WHICH SECTION 24KA WOULD OTHERWISE APPLY

13.1 Non-extinguishment principle applies

The non-extinguishment principle applies to acts done under this clause 13, and to the exercise of rights or obligation created by acts done under this clause 13.

13.2 No Right to Negotiate

- (1) Part 2 Division 3 Subdivision P of the NTA does not apply in relation to anything done under this clause 13.
- (2) For the avoidance of doubt, none of the other procedural requirements in Part 2 Division 3 (other than Subdivisions C and D) of the NTA apply in relation to

13.3 Infrastructure Within Ord Irrigation Scheme Area

- (1) Except in relation to any land the subject of paragraph 9.1 (exclusive possession) of the MG#1 Determination, the Parties consent to the State doing acts under this deed within the Ord Irrigation Scheme Area which would otherwise be the subject of subsections 24KA(1), (1A), (2), (3) and (4) of the NTA for the purposes of or associated with:

~~(a) the development of the MG Development Area...~~

- (b) conduct any other examination or survey under section 34 of the LAA within the Ord Irrigation Scheme Area.

14. NON-EXTINGUISHING ACTS TO WHICH PART 2 DIVISION 3

SUBDIVISION B OF THE NFA WOULD OTHERWISE APPLY

[REDACTED]

14.1 Non-extinguishment principle applies

[REDACTED]

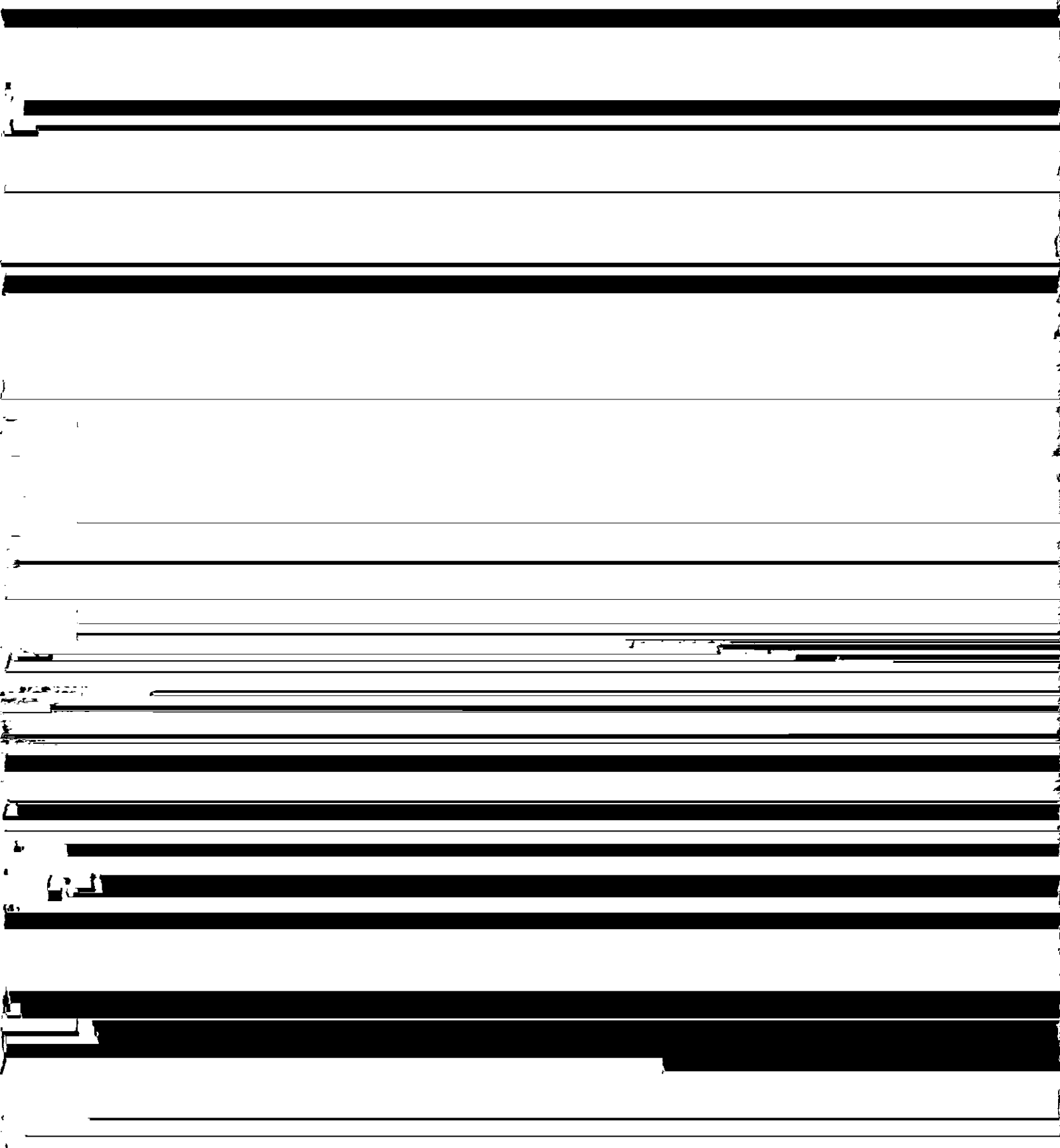
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- (b) easement access to Janama Springs CLA (to the extent it is not within reserve 1063) on Deposited Plan 35248, Lot 925;
- (c) easement access to Yuna Springs CLA (to the extent it is not within reserve 1063) on Deposited Plan 35248, Lot 926;

(d) easement access to Timbilum CLA on Deposited Plan 26369 Lot 859.

freehold title to those areas in accordance with this deed, for the purposes of buffer and infrastructure, extraction of raw materials, and associated purposes.

- (3) If freehold has been transferred to the MG Corporation under ~~clause 14.3(1)~~ clause 14.3(1)(a)-(c) then, without prejudice to any rights or entitlements ~~arising under the Mining Act 1978 (WA), the IAA or otherwise in respect of~~



care control and management of the reserves with the Conservation Commission;

- (b) the MG Corporation granting leases of the New Conservation Areas to the State; and
- (c) the State, the Conservation Commission, CALM and the MG Corporation entering into management agreements, and creating management plans, under the CALM Act in relation to the New Conservation Areas.

14.11 Grant of right includes its exercise

Paragraph 11 of Schedule 1 of the Constitution Act 1986 (including the operation of

a lease, licence, easement or profit a prendre, or the creation of a reserve) under this clause 14 includes the exercise of any right or obligation created by that act by the person on whom the right or obligation is conferred.

14.12 Other legislative processes unaffected

- (1) Except to the extent expressly provided in this clause 14, nothing in this clause 14 affects the rights and obligation of the State or any other person under any other law of the State or the Commonwealth or under the common law.
- (2) Without limiting clause 14.12(1), nothing in this clause 14:
 - (a) derogates from the *Aboriginal Heritage Act 1972* (WA) or the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth) or any other legislation dealing with Aboriginal heritage or the environment;
 - (b) prevents the State from doing any act that affects native title in accordance with the NTA or in accordance with another clause of this deed; or
 - (c) derogates from any rights and obligations in relation to access to and the

15. TAKING ORDERS IN BUFFER AREAS

(1) If freehold has been transferred to the MG Corporation under ~~clause 14.3(1) or 14.3(2)~~ clause 14.3(1)(a)-(c) then the Parties consent to the State issuing a taking order under the LAA to extinguish native title in an area the subject of such a freehold title for the purposes of agriculture provided that:

(a) the taking order is consistent with the laws of the State and any

(b) that the area the subject of the taking order does not include or is not reasonably expected to include Aboriginal Sites.

Note: This does not affect rights as a holder of freehold title.

(2) Part 2 Division 3 Subdivision P of the NTA does not apply in relation to anything done under clause 15(1).