

**PART 3 – COMPENSATION**

**16. COMPENSATION**

**16.1 Compensation for Previous Compensable Acts**

- (1) On and from the Execution Date, the MG#4 Claimants on their own behalf and on behalf of the MG#4 Native Title Claim Group, and the MG#1 PBC on its own behalf and for and on behalf of the MG#1 Native Title Holders:
  - (a) release the Government from any liability for compensation for;
  - (b) agree that the benefits provided under Part 4 of this deed constitute full and final settlement of compensation for; and
  - (c) agree that they will not bring a compensation application under the NTA or otherwise make a claim for compensation under the LAA or any other legislation (State or Commonwealth), and will not authorise any other person to do so on their behalf, in respect of,

the extinguishment of or impairment of or any other effect on native title by, or the validation of, Previous Compensable Acts within the ILUA (Previous Compensable Act) Area.

*Note. The area in which Previous Compensable Acts have in the past been done is depicted on Map 2D in Schedule 2.*

- (2) The MG#4 Claimants, on their own behalf and on behalf of the MG#4 Native Title Claim Group, and the MG#1 PBC on its own behalf and for and on behalf of the MG#1 Native Title Holders, agree that this deed may be pleaded by the Government as a bar to any proceedings referred to in clauses 16.1(1)(c).

**16.2 Compensation For Future Acts**

- (1) On and from the Execution Date, the MG#4 Claimants on their own behalf and on behalf of the MG#4 Native Title Claim Group, and the MG#1 PBC on its own behalf and for and on behalf of the MG#1 Native Title Holders:
  - (a) release the Government from any liability for compensation for;
  - (b) agree that the benefits provided under this deed constitute full and final settlement of compensation for; and
  - (c) agree that they will not bring a compensation application under the NTA or otherwise make a claim for compensation under the LAA or any other legislation (State or Commonwealth), and will not authorise any other person to do so on their behalf, in respect of,

the extinguishment or surrender of, or the impairment of or any other effect on, native title by future acts done under this deed and the Deed for the Compulsory Acquisition of Native Title Rights and Interests (Ord).

- (2) The MG#4 Claimants, on their own behalf and on behalf of the MG#4 Native Title Claim Group, and the MG#1 PBC on its own behalf and for and on behalf of the MG#1 Native Title Holders, agree that this deed may be pleaded by the Government as a bar to any proceedings referred to in clause 16.2(1)(c).

**16.3 Effect of Registration of Indigenous Land Use Agreement**

The Parties acknowledge that when this deed is entered on the register of Indigenous Land Use Agreements the deed has the additional effects conferred by sections 24EA and 24EB of the NTA.

**16.4 Effect on Compensation where No Development Occurs**

- (1) The Parties acknowledge that the benefits under this deed constitute full and final compensation for Previous Compensable Acts dealt with and future acts done under this deed and the Deed for the Compulsory Acquisition of Native Title Rights and Interests (Ord) notwithstanding that:
  - (a) if development does not occur within the M2 Development Area, Mantinea Development Area and the Ord West Bank Development Area then the benefits under clauses 48 (dealing with 5% of Serviced Farm Lots Provisions) and 49 (dealing with Aboriginal Development Package) will not apply; or
  - (b) if development does not occur over the Mantinea Other Area, the Ord East Bank Acquisition Area and the Kununurra Additional Acquisition Area then the benefits under clause 51 (dealing with 5% of Town Land Provisions) will not apply.

**17. COMPENSATION LIABILITY OF CPC AND GREEN SWAMP PARTIES**

**17.1 Release and indemnity extend to CPC**

If, as a result of the NTA and a law of the State, CPC is liable to pay compensation for the extinguishment of native title in the CPC Acquisition Area then clauses 16.2 and 8 shall apply as if references in those clauses to the Government or the State include CPC.

**17.2 State release extends to CPC**

If, as a result of the NTA and a law of the State, CPC is liable to pay compensation for the extinguishment of native title in the CPC Acquisition Area then the State irrevocably releases CPC from such liability.

**17.3 Release and indemnity extend to Green Swamp Parties**

If, as a result of the NTA and a law of the State, one or more of the Green Swamp Parties are liable to pay compensation for the extinguishment of native title in the Green Swamp Acquisition Area or the Green Swamp Additional Acquisition Area then clauses 16.2 and 8 shall apply as if references in those clauses to the Government or the State include the Green Swamp Parties.

**17.4 State release extends to Green Swamp**

If, as a result of the NTA and a law of the State, one or more of the Green Swamp Parties are liable to pay compensation for the extinguishment of native title in the Green Swamp Acquisition Area or the Green Swamp Additional Acquisition Area then the State irrevocably releases the Green Swamp Parties from such liability.