

**SCHEDULE 12 – DEED OF COVENANT FOR BUFFER AREAS UNDER SECTION
15 OF THE LAND ADMINISTRATION ACT**

Land means [the Mantinea Buffer Area or the Ord West Bank Buffer Area, as the case may be].

Ord Final Agreement means a deed entitled Ord Final Agreement dated [xx] 2005, entered into by the State of Western Australia, the Western Australian Land Authority, the Conservation Commission of Western Australia, the Miriuwung and Gajerrong #1 (Native Title Prescribed Body Corporate) Aboriginal Corporation, Ben Ward, Kim Aldus, Frank Chulung, Sheba Dignari, Maggie John, Chocolate Thomas, Danny Wallace, Carol Hapke, Nancy Dilyai, Pamela Simon, Jerry Moore and Paddy Carlton (Miriuwung Gajerrong No 4 Claimants), Kimberley Land Council Aboriginal Corporation, Consolidated Pastoral Company Pty Ltd, Carlton Hill Pty Ltd, Crosswalk Pty Ltd, Baines River Cattle Co Pty Ltd, Ord River District Cooperative Ltd and JJ McDonald and Sons Engineering Pty Ltd.

Ratification Deed means the deed referred to in clause 20.12 of the Ord Final Agreement.

Written Law has the same meaning as that term is defined in the *Interpretation Act 1984* (WA).

1.2 Interpretation

In this deed, unless the context requires otherwise:

- (a) a reference to a clause is a reference to a clause of this deed;
- (b) a reference to a written law includes consolidations, amendments, re-enactments or replacements of that written law;
- (c) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (d) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (e) a reference to a person which has ceased to exist or has reconstituted, amalgamated, reconstructed or merged or the functions of which have become exercisable by another person, is a reference to the person established or constituted in its place or by which its functions have become exercisable;
- (f) a reference to a thing includes a reference to the whole or any part of that thing;
- (g) if a word or phrase is defined, cognate words and phrases have a corresponding meaning;
- (h) headings are for convenience only and do not affect the interpretation of this deed;
- (i) the word including is deemed to be followed by the words, but not limited to.

2. COVENANT

- (a) Pursuant to section 15 of the LAA, the Covenantor covenants, in favour of the Covenantee, that:
 - (i) the natural, heritage, cultural, environmental, wildlife and plant life value relating to the Land will be protected, preserved, conserved, maintained, and kept in its existing state; and

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- (ii) the Covenantor will not develop the Land nor permit the Land to be developed for agriculture or for residential, commercial or industrial use.
- (b) Nothing in clause 2(a) prevents the use of the Land for:
 - (i) tourism purposes including the erection and maintenance of tourism facilities such as walkways, shelters, campsites (but not hotel or other similar accommodation), kiosks, carparks in a manner consistent with the Environmental Approval; and
 - (ii) infrastructure associated with the use of land adjacent to or in the vicinity of the Land for agriculture, or for residential commercial or industrial purposes, including drainage, road and power infrastructure, flood protection levies, monitoring bores, and provision of construction materials.
- (c) For the avoidance of doubt:
 - (i) the grant of a mining tenement to any person or the exercise by any person of any right conferred by, or in relation to, a mining tenement (as that term is defined in the *Mining Act 1978 (WA)*); or
 - (ii) any detrimental impact on the natural, heritage, cultural, environmental, wildlife and plant life value relating to the Land as a result of the use of land adjacent to or in the vicinity of the Land for agriculture, or for residential commercial or industrial purposes,does not constitute a breach of the Covenant by the Covenantor.

3. REGISTRATION OF THIS DEED

- (a) This deed must be registered against the certificate of title for the Land, and the Covenantor consents to that registration
- (b) The Covenantor acknowledges and agrees that the Covenant runs with and binds the Land pursuant to section 15(6)(c) of the LAA.
- (c) The Covenantor acknowledges and agrees that the Covenant is enforceable against the Covenantor and its successors in title.

4. GENERAL PROVISIONS

- (a) If a Court determines that a word, phrase, sentence, paragraph or clause in this deed is unenforceable, illegal or void, then it shall be severed and the other provisions of this deed shall remain operative.
- (b) This deed shall be construed and interpreted in accordance with the laws of Western Australia. The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia and appeal Courts from those Courts.

5. FURTHER ASSURANCES

The parties will do all things and execute all further documents necessary to enable this deed and any modifications of it to be registered on the certificate of title to the Land, and to give full effect to this deed and all transactions contemplated under it.