

**Schedule 7 – Tourism Land**

**Item 1 – Description of Lucky Bay Land and Pink Lake Land**

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## **LUCKY BAY LAND**

All that land and water commencing from the southernmost southwestern corner of Lot 11263 as shown on Deposited Plan 91188 (Reserve 35206) and extending generally easterly and generally northwesterly along the boundaries of that lot to the intersection with the southern boundary of Lot 4837 as shown on Deposited Plan 138004; Then northeasterly and westerly along the boundaries of that lot to the intersection of an eastern boundary of again Lot 11263 as shown on Deposited Plan 91188; Then generally northwesterly along the boundaries of that lot to the intersection with the westernmost northwestern corner of Lot 12 on Deposited Plan 64216; then easterly and northerly along the boundaries of that severance to the intersection of a southwestern boundary of Native Title Determination WAD6136/1998 WAD286/2018 Nanda People and Nanda #2 (WCD2018/011); then northwesterly along the boundary of that native title determination to the intersection of the northwesternmost boundary of Lot 11263 as shown on Deposited Plan 91188; then generally southwesterly and southeasterly along the boundaries of that lot back to the commencement point.

## PINK LAKE LAND

### Area One

*PINS 987652; 987656; 987661; 987668; 987687; 987689; 987690; 987691; 987694; 987696; 987708; 987709; 987712; 987713; 1057533; 1057534; 1057535; 1057536; 1057538; 1057539; 1057540; 1057972; 1072153; 1188180; 11818061; 11818062; 11818063; 11818064 and 11818065*

All those lands and waters commencing at the northernmost corner of Lot 12148 as shown on Deposited Plan 219785 (General Lease K995499) and extending southwesterly along the boundary of that lot to the intersection with the northwesternmost northwestern corner of Lot 12149 as shown on Deposited Plan 243263; then generally southeasterly and generally northeasterly along the boundaries of that lot to intersection of the southwestern boundary of Lot 1 as shown on Deposited Plan 409221; then southeasterly along the boundary of that lot to the intersection of the northeastern boundary of Lot 12110 as shown on Deposited Plan 219382; then generally southeasterly; southerly and westerly along the northern; eastern and southern boundaries of that lot to an intersection with Unallocated Crown Land; then westerly along the boundary of that Unallocated Crown Land to an intersection with a northeastern boundary of Port Gregory Road; then generally northwesterly along the boundary of that road and unnamed road to the intersection with a western boundary of Williams Street; then southerly along the boundary of that latter road to an intersection with Lot 192 as shown on Deposited Plan 189298 (Reserve 41175) then westerly; southerly and easterly along the boundaries of that lot to the intersection with the northwestern corner of Lot 91 as shown on Deposited Plan 16493; then generally southerly along the eastern boundaries of that lot and Lots 92 and 93 to the northwestern corner of Lot 70 as shown on Deposited Plan 205919; then southerly along the western boundary of that lot to the northwestern corner of Lot 120 as shown on Deposited Plan 181787 (Reserve 25882); then southwesterly along the western boundary of that lot to the northwestern corner of Lot 94 as shown Deposited Plan 164931 (Reserve 25882); then southwesterly along the western boundary of that lot to the northwestern corner of Lot 71 as shown on Deposited Plan 205919; then southwesterly along the northwestern boundary of that lot to the northwestern corner of Lot 1 as shown on Deposited Plan 26101; then southwesterly along the northwestern boundary of that lot and Lot 2 to the northwestern corner of Lot 74 as shown on Deposited Plan 205919; then southwesterly along the northwestern boundary of that lot and Lots 75 and 76; to an intersection with a northeastern corner of Lot 156 as shown on Deposited Plan 183706 (Reserve 36615);

then generally westerly and southwesterly along the boundaries of that lot to an intersection with High Water Mark; then generally northwesterly along High Water Mark to an intersection with the southwestern boundary of Gregory Town Lot 55; then northeasterly along the southern boundaries of that lot and Gregory Town Lots 4; 3; 2 and 1 to the intersection of the southern boundary of unnamed road; then northeasterly along the southern boundary of that unnamed road to the intersection of the southern boundary of Gregory Town Lot 5; then northeasterly along the southern boundary of that lot and Gregory Town Lots 6 and 7 to the intersection of the southern boundary of Gregory Town Lot 8; then northeasterly; northerly; southwesterly to the intersection of the northern boundary of Gregory Town Lot 7; then southwesterly along the northern boundary of that lot and Gregory Town Lots 6 and 5 to the intersection of the northern boundary of unnamed road; then southeasterly along the northern boundary of that unnamed road to the intersection of the northern boundary of Gregory Town Lot 1; then southwesterly along the northern boundaries of that lot and Gregory Town Lots 2; 3 and 4 to the intersection of the northern boundary of Gregory Town Lot 55; then southwesterly and southerly along the boundary of that lot to the intersection with again High Water Mark; then generally northwesterly along High Water Mark to an intersection with the westernmost southwestern corner of Lot 11263 as shown on Deposited Plan 91188 (Reserve 35206); then westerly along the southern boundary of that lot to an intersection with the northwestern corner of Lot 11221 as shown on Deposited Plan 214049 (Reserve 34945); then southerly; easterly and northerly along the boundaries of that lot to again an intersection with Lot 11263 as shown on Deposited Plan 91188 (Reserve 35206); then easterly along the southern boundary of that lot to its southernmost southeastern corner being the northernmost northeastern corner of Lot 7428 as shown on Deposited Plan 202683 (Unallocated Crown Land); then generally southeasterly along the eastern boundaries of that lot to an intersection with a western boundary of unnamed road at approximate Latitude 28.073416 South; then generally southeasterly along the western boundary of that unnamed road to an intersection with the northwestern corner of Lot 12117 as shown on Deposited Plan 219414 (Reserve 640); then southerly and westerly along the boundaries of that lot to the intersection of the southwestern boundary of unnamed road; then generally southeasterly along the boundary of that unnamed road to an intersection with the northernmost northwestern corner of the southern severance of Lot 6687 as shown on Deposited Plan 226863; then generally southeasterly along the boundaries of that lot to its southwesternmost corner being a northwestern corner of the western severance of Lot 6732 as shown on

Deposited Plan 226864; then generally southeasterly along the boundaries of that latter lot to the northwestern corner of a northwestern severance of Lot 1 as shown on Deposited Plan 409221; then generally southeasterly along the boundary of that lot to the intersection of its southeastern corner and Lot 12306 as shown on Deposited Plan 219377 (Unallocated Crown Land); then southeasterly along the western boundary of Lot 12306 to a northwestern corner of a southwestern severance of Lot 1 as shown on Deposited Plan 409221; then generally southeasterly and northeasterly along the boundaries of that lot to an intersection with the northwestern corner of Lot 12670 as shown on Deposited Plan 30931 (Reserve 46843); then generally southeasterly and easterly along the boundary of that lot to its southwestern corner being a point on a northeastern boundary of Lot 7028 as shown on Deposited Plan 202225 (Unallocated Crown Land); then generally southeasterly along the boundaries of that lot back to the commencement point.

#### EXCLUSIONS

Lot 211 as shown on Deposited Plan 243032 (General Lease K595886)

#### **Area Two**

##### *PINS 12019993*

All those lands and waters comprising Lot 62 as shown on Deposited Plan 76144 (Reserve 15126).

#### **Area Three**

##### *PINS 718402*

All those lands and waters comprising Lot 152 as shown on Deposited Plan 182169 (Reserve 29032).

#### **Area Four**

##### *PINS 718310; 718380; 718403; 987803; 987804; 991725; 1077965; 1089419; 11667553; 11819118 and 12009918*

All those lands and waters commencing at the southeastern corner of Lot 350 as shown on Deposited Plan 54052 (Unallocated Crown Land) being the Intersection of High Water Mark and extending northwesterly along the High Water Mark to an intersection with an eastern boundary of Lot 156 as shown on Deposited Plan 183706 (Reserve 36615); then northerly and southeasterly along that lot to an intersection with a northwestern corner of Port Street; then southerly; easterly and northerly along the boundary of Port Street to the southwestern corner of Lot 500 as shown on Deposited

Plan 57805 (Reserve 50063); then easterly and northerly along the boundaries of that lot to an intersection with Lot 84 as shown on Deposited Plan 20519; then easterly along the southern boundary of that lot to a southwestern corner of Lot 216 as shown on Deposited Plan 169828 (Unallocated Crown Land); then northerly; easterly and southerly along the boundaries of that lot to an intersection with a southwestern boundary of Lynton Ave; then easterly along the boundary of Lynton Ave to its southeastern corner; then extending northeasterly along an eastern boundary of that road and the eastern boundaries of Lots 106; 107 108; 109; 110; 111; 112 as shown on Deposited Plan 169828 and Lot 213 as shown on Deposited Plan 191315; then northeasterly and northwesterly along the boundaries of Lot 600 as shown on Deposited Plan 44180 to the intersection with a westernmost southwestern corner of Lot 602 as shown on Deposited Plan 74693 (Unallocated Crown Land); then generally northerly and generally easterly along the boundaries of that lot to its northernmost northeastern corner being a point on the southern boundary of Port Gregory Road; then generally northeasterly and southeasterly along the boundary of that road to an intersection with the northernmost corner of Lot 51 as shown on Deposited Plan 58867; then southwesterly and generally southeasterly along the boundaries of that lot and Lot 52 to an intersection with the southernmost southeastern corner of Unallocated Crown Land; then generally southwesterly along the eastern boundary of that Unallocated Crown Land to an intersection with High Water Mark; then generally northwesterly along the High Water Mark to the intersection with the southeastern boundary of again Lot 350 as shown on Deposited Plan 54052 (Unallocated Crown Land); then generally northeasterly; westerly; and southwesterly along the boundaries of that lot back to the commencement point.

#### EXCLUSIONS

Lot 211 as shown on Deposited Plan 243032 (General Lease K595886)

Lot 601 as shown on Deposited Plan 74693 (Reserve 51381)

Lot 210 as shown on Deposited Plan 189967 (Reserve 41737)

Lot 351 as shown on Deposited Plan 54052 (Unallocated Crown Land)

#### **Area Five**

*PINS 987807 and 987808*

All those lands and waters commencing at the easternmost northeastern corner of Lot 51 as shown on Deposited Plan 58867 and extending northwesterly along the boundary of

that lot to an intersection with a southwestern boundary of Port Gregory Road; then southeasterly along the boundary of that road to an intersection with a northwestern corner of Lot 52 as shown on Deposited Plan 58867; then generally westerly along the boundaries of that lot back to the commencement point.

### **Area Six**

#### ***PIN 11863345***

All those lands and waters comprising Lot 500 as shown on Deposited Plan 065746 (Unallocated Crown Land).

#### ***PART PIN 11818062***

All those lands and waters commencing at the at the northern corner of Unallocated Crown Land at coordinate point Latitude 28.150266 East Longitude 114.224381 South and extending generally southwesterly along the northeastern boundaries of that Unallocated Crown Land to its easternmost corner; then southwesterly along the southeastern boundary of that Unallocated Crown Land to its southernmost corner being a point on High Water Mark; then northwesterly along High Water Mark to coordinate point Latitude 28.155117 East Longitude 114.21822 South; then northeasterly back to the commencement point.

**Note; Geographic Coordinates provided in Decimal Degrees.**

**All referenced Deposited Plans and Diagrams are held by the Western Australian Land Information Authority, trading as Landgate.**

**Cadastral boundaries sourced from Landgate's Spatial Cadastral Database dated 1<sup>st</sup> August 2019.**

**Datum: Geocentric Datum of Australia 1994 (GDA94)**

**Prepared By: Graphic Services (Landgate) 29<sup>th</sup> January 2020**

#### **Use of Coordinates:**

Where coordinates are used within the description to represent cadastral or topographical boundaries or the intersection with such; they are intended as a guide only. As an outcome to the custodians of cadastral and topographic data continuously recalculating the geographic position of their data based on improved survey and data maintenance procedures; it is not possible to accurately define such a position other than by detailed ground survey.

**Schedule 7 – Tourism Land**

**Item 2 – Maps of Lucky Bay Land and Pink Lake Land**

Part A – Map of Lucky Bay Land

Part B – Map of Pink Lake Land

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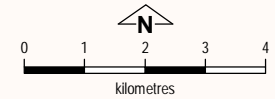
# 349 Yamatji Nation Indigenous Land Use Agreement

## Lucky Bay

Schedule 7 Item 2 Part A  
Land tenure as at October 2019

### Legend

-  Subject lots
-  Agreement Area
-  Freehold
-  Unallocated Crown Land
-  National Park
-  Nature Reserve
-  Crown Reserves



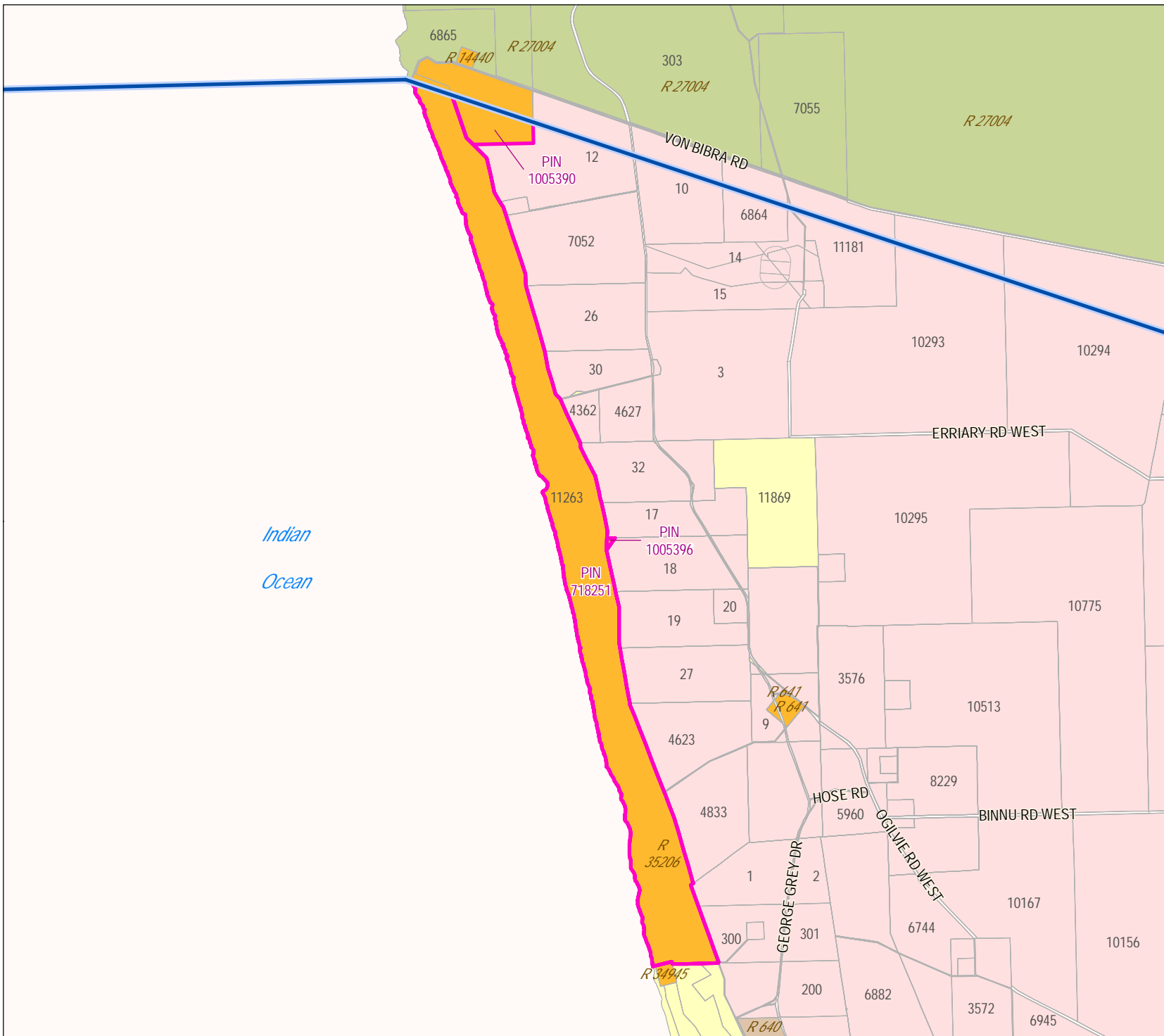
Produced by Data Analytics, Department of Planning, Lands & Heritage  
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SettlementAgreement\Category1Land\GASA\_ILUA\_LuckyBay\_A4L.mxd

Base information supplied by  
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SLIP 1096-2018-1



**Index to map area**





**Schedule 7 – Tourism Land**

**Item 3 – Management of Lucky Bay Land and Pink Lake Land**

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## Management of Lucky Bay Land and Pink Lake Land

### 1. DEFINITIONS

#### 1.1 Definitions

**ILUA** means the Yamatji Nation ILUA to which this Schedule is annexed.

**Landholding Body** has the same meaning as defined in Schedule 16 of the ILUA.

#### 1.2 Interpretation

Any defined terms, which are not defined in this Schedule, have the meaning set out in the ILUA.

### 2. ROLE OF THE YAMATJI ENTITIES

Clause 3.2 of Schedule 16 of the ILUA applies to this Schedule 17.

### 3. DEVELOPMENT OF THE LUCKY BAY MANAGEMENT PLAN

- (a) Within 6 months of the Execution Date, the Landholding Body and the MWDC will work in partnership to develop and agree a Lucky Bay Management Plan addressing the following minimum requirements and submit to DPLH for consideration:
- (i) land management plan, including control of fire, feral animals and weeds;
  - (ii) use and development plan;
  - (iii) environmental, including management of coastal erosion;
  - (iv) public safety;
  - (v) public camping;
  - (vi) management and control of refuse;
  - (vii) infrastructure maintenance and upgrades; and
  - (viii) road maintenance and upgrades.
- (b) Within 40 Business Days of receipt of the draft Lucky Bay Management Plan, pursuant to clause 3(a), DPLH will provide written notice to the Landholding Body as to whether the draft Lucky Bay Management Plan meets DPLH's statutory and policy requirements.
- (c) If DPLH provides written notice to the Landholding Body that the draft Lucky Bay Management Plan:
- (i) meets DPLH's statutory and policy requirements, then clause 4 of this Schedule applies; or
  - (ii) does not meet DPLH's statutory and policy requirements, then the matter will be referred to the Land Working Group for potential resolution.

#### 4. CARE, CONTROL AND MANAGEMENT OF LUCKY BAY LAND

- (a) Subject to Conclusive Registration and within 40 Business Days of the later of:
- (i) DPLH providing written notice to the Landholding Body in accordance with clause 3(b)(i); or
  - (ii) Conclusive Registration,
- DPLH will prepare and offer to the Landholding Body a draft Management Order and Management Order Deed, including any special conditions, with respect to the Reserve Allocation of the Lucky Bay Land (**‘Lucky Bay Conditions’**).
- (b) Within 40 Business Days of DPLH offering the Lucky Bay Conditions, pursuant to clause 4(a), the Landholding Body must, by providing written notice to DPLH:
- (i) accept the Lucky Bay Conditions, in which case clause 4(f) applies; or
  - (ii) propose amendments to the Lucky Bay Conditions, in which case clause 4(c) applies.
- (c) If the Landholding Body proposes amendments to the Lucky Bay Conditions, DPLH must, by providing written notice to the Landholding Body within 30 Business Days of receipt of the proposed amendments:
- (i) agree with the proposed amendments, in which case clause 4(f) applies; or
  - (ii) disagree with the proposed amendments, in which case clause 4(d) applies.
- (d) If DPLH disagrees with the Landholding Body’s proposed amendments to the Lucky Bay Conditions, then the Landholding Body must, by providing written notice to DPLH within 30 Business Days of receiving the notice under clause 4(c)(ii):
- (i) accept the Lucky Bay Conditions originally offered pursuant to clause 4(a), in which clause 4(f) applies; or
  - (ii) refer the matter to the Land Working Group for potential resolution.
- (e) If the Landholding Body fails to provide written notice to DPLH in accordance with clause 4(b) or 4(d), then DPLH:
- (i) will no longer be under an obligation to quarantine the Lucky Bay Land; and
  - (ii) is under no obligation to ensure the Lucky Bay Land remains available for Allocation to the Landholding Body.
- (f) Within 40 Business Days of acceptance of the Lucky Bay Conditions pursuant to clauses 4(b)(i), 4(c)(i) or 4(d)(i), DPLH must commence Land Assembly for the Lucky Bay Land.

- (g) Within 40 Business Days of the conclusion of Land Assembly for the Lucky Bay Land, DPLH must prepare and submit to the Landholding Body the following documents as agreed:
  - (i) the Management Order Deed;
  - (ii) the Management Order; and
  - (iii) any ancillary documents.
- (h) The reserve purpose will be “Yamatji Social, Cultural and/or Economic Benefit” or such other purpose as agreed between the State and the Landholding Body.
- (i) The Landholding Body must execute and return the documents in clause 4(g) to DPLH within 40 Business Days of their receipt.
- (j) Within 40 Business Days of receiving all relevant executed documents from the Landholding Body in accordance with clause 4(i), DPLH will arrange for execution and stamping (if necessary) of the documents and make all reasonable endeavours to lodge the documents for registration at Landgate.
- (k) Within 5 Business Days of lodging the documents pursuant to clause 4(j), DPLH will notify the Landholding Body of the date on which the documents were lodged for registration and the document registration number shown on the Landgate lodging slip.
- (l) Where the Landholding Body fails to deliver the duly executed documents to DPLH within the timeframe in clause 4(i), DPLH will provide the Landholding Body with a written notice of a further 40 Business Days to return the executed documents to DPLH.
- (m) If the Landholding Body fails to deliver the duly executed documents to DPLH within the additional 40 Business Days in clause 4(l), then DPLH:
  - (i) will no longer be under any obligation confer management of the Lucky Bay Land on the Landholding Body; and
  - (ii) is under no obligation to ensure the Lucky Bay Land remains available for Allocation to the Landholding Body.
- (n) All timeframes in this clause may be extended by agreement of DPLH and the Landholding Body.
- (o) The Parties acknowledge that, where circumstances beyond the control of the State, materially prevent the State from giving effect to the conferral of a Management Order of the Lucky Bay Land on the Landholding Body:
  - (i) the State will not be under an obligation to complete the conferral of a Management Order;
  - (ii) this will not amount to a Default on behalf of the State Parties; and
  - (iii) the Landholding Body will not be entitled to any compensation.

## **5. APPROVAL OF THE LUCKY BAY MANAGEMENT PLAN**

- (a) Within 40 Business Days of the conferral of a Management Order on the Landholding Body for the Lucky Bay Land, the Landholding Body must submit the draft Lucky Bay Management Plan, for the development,

management and use of the Lucky Bay Land, to the Minister for Lands for approval in accordance with subsections 49(1) and (3) of the LA Act.

- (b) If the Landholding Body does not submit the draft Lucky Bay Management Plan, pursuant to clause 5(a), the Minister for Lands may request the Lucky Bay Management Plan in accordance with subsection 49(2) of the LA Act.
- (c) The Lucky Bay Management Plan, once approved, forms part of the Lucky Bay Conditions and the development, management and use of the Lucky Bay Land by the Landholding Body must be in accordance with the Lucky Bay Management Plan as approved by the Minister for Lands.
- (d) The Minister for Lands may from time to time request a review and subsequent variation of the approved Lucky Bay Management Plan to meet changing management requirements or circumstances.

## 6. CARE, CONTROL AND MANAGEMENT OF THE PINK LAKE LAND

- (a) Within 40 Business Days of Conclusive Registration DPLH will prepare and offer to the Landholding Body a draft Management Order and Management Order Deed, including any special conditions, with respect to the Reserve Allocation of the Pink Lake Land (**‘Pink Lake Conditions’**).
- (b) Within 40 Business Days of DPLH offering the Pink Lake Conditions pursuant to clause 6(a), the Landholding Body must, by providing written notice to DPLH:
  - (i) accept the Pink Lake Conditions, in which case clause 6(f) applies; or
  - (ii) propose amendments to the Pink Lake Conditions, in which case clause 6(c) applies.
- (c) If the Landholding Body proposes amendments to the Pink Lake Conditions, DPLH must, by providing written notice to the Landholding Body within 30 Business Days of receipt of the proposed amendments:
  - (i) agree with the proposed amendments, in which case clause 6(f) applies; or
  - (ii) disagree with the proposed amendments, in which case clause 6(d) applies.
- (d) If DPLH disagrees with the Landholding Body’s proposed amendments to the Pink Lake Conditions, then the Landholding Body must, by providing written notice to DPLH within 30 Business Days of receiving the notice under clause 6(c)(ii):
  - (i) accept the Pink Lake Conditions originally offered pursuant to clause 6(a), in which clause 6(f) applies; or
  - (ii) refer the matter to the Land Working Group for potential resolution.
- (e) If the Landholding Body fails to provide written notice to DPLH in accordance with clauses 6(b) or 6(d), then DPLH:
  - (i) will no longer be under an obligation to quarantine the Pink Lake Land; and

- (ii) is under no obligation to ensure the Pink Lake Land remains available for Allocation to the Landholding Body.
- (f) Within 40 Business Days of acceptance of the Pink Lake Conditions pursuant to clauses 6(b)(i), 6(c)(i) or 6(d)(i), DPLH must commence Land Assembly for the Pink Lake Land.
- (g) Within 40 Business Days of the conclusion of Land Assembly for the Pink Lake Land, DPLH must prepare and submit to the Landholding Body the following documents as agreed:
  - (i) the Management Order Deed;
  - (ii) the Management Order; and
  - (iii) any ancillary documents.
- (h) The reserve purpose will be “Yamatji Social, Cultural and/or Economic Benefit” or such other purpose as agreed between the State and the Landholding Body.
- (i) The Landholding Body must execute and return the documents in clause 6(g) to DPLH within 40 Business Days of their receipt.
- (j) Within 40 Business Days of receiving all relevant executed documents from the Landholding Body in accordance with clause 6(i), DPLH will arrange for execution and stamping (if necessary) of the documents, and make all reasonable endeavours to lodge the documents for registration at Landgate.
- (k) Within 5 Business Days of lodging the documents pursuant to clause 6(j), DPLH will notify the Landholding Body of the date on which the documents were lodged for registration and the document registration number shown on the Landgate lodging slip.
- (l) Where the Landholding Body fails to deliver the duly executed documents to DPLH within the timeframe in clause 6(i), DPLH will provide the Landholding Body with a written notice of a further 40 Business Days to return the executed documents to DPLH.
- (m) If the Landholding Body fails to deliver the duly executed documents to DPLH within the additional 40 Business Days in clause 6(l), then DPLH:
  - (i) will no longer be under any obligation confer management of the Pink Lake Land on the Landholding Body; and
  - (ii) is under no obligation to ensure the Pink Lake Land remains available for Allocation to the Landholding Body.
- (n) All timeframes in this clause may be extended by agreement of DPLH and the Landholding Body.
- (o) The Parties acknowledge that, where circumstances beyond the control of the State, materially prevent the State from giving effect to the conferral of a Management Order of the Pink Lake Land on the Landholding Body:
  - (i) the State will not be under an obligation to complete the conferral of a Management Order;
  - (ii) this will not amount to a Default on behalf of the State Parties; and



(iii) the Landholding Body will not be entitled to any compensation.

**7. DEVELOPMENT AND APPROVAL OF THE PINK LAKE MANAGEMENT PLAN**

- (a) The Landholding Body and the MWDC will work in partnership to develop and agree a Pink Lake Management Plan which is consistent with the Pink Lake Master Plan developed in clause 14.7 of the ILUA, in relation to parcels comprising the Pink Lake Land that are to be reserved in accordance with Part 4 of the LAA.
- (b) Within 6 months of the conferral of a Management Order on the Landholding Body for the Pink Lake Land, the Landholding Body must submit the draft Pink Lake Management Plan, for the development, management and use of the Pink Lake Land, to the Minister for Lands for approval in accordance with subsections 49(1) and (3) of the LA Act.
- (c) If the Landholding Body does not submit the draft Pink Lake Management Plan, in accordance with clause 7(b), the Minister for Lands may request the Pink Lake Management Plan in accordance with subsection 49(2) of the LA Act.
- (d) The Pink Lake Management Plan, once approved, forms part of the Pink Lake Conditions and the development, management and use of the Pink Lake Land by the Landholding Body must be in accordance with the Pink Lake Management Plan as approved by the Minister for Lands.
- (e) The Minister for Lands may from time to time request a review and subsequent variation of the Pink Lake Management Plan to meet changing management requirements or circumstances.

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