



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2012/010
Short name	RTIO and Ngarlawangga People ILUA
ILUA type	Area Agreement
Date registered	06/03/2013
State/territory	Western Australia
Local government region	Shire of East Pilbara, Shire of Meekatharra

Description of the area covered by the agreement

Clause 1.1: "ILUA Area" means the area described in Schedule 1, a map of which is in Schedule 2.

[The area described at Schedule 1 and the map included at Schedule 2 of the agreement are attached to the Register at Attachment A and Attachment B respectively .

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.

The agreement area covers approximately 1420 square kilometres and is located approximately 70 kilometres west of Newman.]

Parties to agreement

Applicant

Party name	Hamersley Iron Pty Limited ACN 004 558 276
Contact address	c/- Ashurst Australia Level 32, Exchange Plaza 2 The Esplanade Perth WA 6000

Other Parties

Party name

Robe River Mining Co Pty Ltd ACN 008 694 246 on its own behalf as a venturer and as manager for and on behalf of:
(a) Robe River Mining Co Pty Ltd ACN 008 694 246;
(b) Mitsui Iron Ore Development Pty Ltd ACN 008 734 361;
(c) Cape Lambert Iron Associates, a business carried on under that name by Nippon Steel Australia Pty Limited ACN 001 445 049, Sumitomo Metal Australia Pty Ltd ACN 001 444 604 and Mitsui Iron Ore Development Pty Ltd ACN 008 734 361;
(d) Pannawonica Iron Associates, a business carried on under that name by Nippon Steel Australia Pty Limited ACN 001 445 049 and Sumitomo Metal Australia Pty Ltd ACN 001 444 604; and
(e) North Mining Limited ACN 000 081 434,
in their capacity as participants in the Robe River Iron Associates Joint Venture.

Contact address

c/- Ashurst Australia
Level 32, Exchange Plaza
2 The Esplanade
Perth WA 6000

Party name

Hamersley HMS Pty Ltd ACN 115 004 129 as manager for and on behalf of :
(a) Hope Downs Iron Ore Pty Ltd ACN 071 514 308; and
(b) Hamersley WA Pty Ltd ACN 115 004 138,
in their capacity as participants in the Hope Downs Joint Venture .

Contact address

c/- Ashurst Australia
Level 32, Exchange Plaza
2 The Esplanade
Perth WA 6000

Party name

Hamersley Resources Ltd ACN 004 887 656 on its own behalf as a venturer and as manager for and on behalf of:
(a) Hamersley Resources Ltd ACN 004 887 656;
(b) Hancock Prospecting Pty Ltd ACN 008 676 417; and
(c) Wright Prospecting Pty Ltd ACN 008 677 021
in their capacity as participants in the Rhodes Ridge Joint Venture .

Contact address

c/- Ashurst Australia
Level 32, Exchange Plaza
2 The Esplanade
Perth WA 6000

Party name

Tadgee Limmerick, Maisey Hyland and Dianne Limmerick on their own behalf as registered native title claimant and on behalf of the Ngarlawangga People

Contact address

c/- Yamatji Marlpa Aboriginal Corporation
Level 2
16 St Georges Terrace
Perth WA 6000

Period in which the agreement will operate

Start date	17/08/2012
End date	not specified

13.1 This document commences on the Commencement Date and, subject to clauses 13.2 and 18.3(c), terminates on the termination of the Participation Agreement in accordance with its provisions.

13.2 The rights and obligations of the parties under clauses 8 and 12 which have accrued at the date of termination of this document pursuant to clause 13.1 will continue beyond such date of termination until the particular obligation is fulfilled and the provisions of this document dealing with procedural matters, including clause 18, will continue to apply until the fulfilment of such obligations.

18.3(c) The confidentiality provisions in this document survive the termination of this document.

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

8.1 Consent to Agreed Acts

(a) The Native Title Applicants agree with, consent to and support and continue to agree with, consent to and support the Existing Operations including all RTIO Existing Titles.

(b) Subjects to clause 11.11 of the Northern Claim Area Participation Agreement, the Native title Applicants agree with, consent to and support, and continue to agree with, consent to and support:

- (i) the doing of every Future Act;
- (ii) the Grant or Modification of every:
 - (A) Approval; and
 - (B) Interest, and
- (iii) the Modification of every RTIO Existing Title, that is for an Agreed Purpose.

8.2 Consent to reliance on Approvals and Interests

Without limiting clause 8.1, the Native Title Applicants agree with, consent to and support and continue to agree with, consent to and support the reliance on and the conduct by RTIO Entities of all activities required, permitted or contemplated by each Agreed Act, including as Modified.

8.5 What is an Agreed Purpose?

(a) An "Agreed Purpose" means any of the following from time to time:

- (i) the Existing Operations;
- (ii) any Modification of any of the things comprising those operations provided they remain part of RTIO's Pilbara Iron Ore Business; and
- (iii) the planning, development, operation and expansion, further expansion and decommissioning of any aspect of RTIO's Pilbara Iron Ore Business from time to time, including new iron ore mines, borrow and ballast pits and necessary supporting infrastructure.

(b) Without limiting clause 8.5(a), the development, operation or expansion of each of the following is deemed to be an "Agreed Purpose" if a Substantial Reason for its development, operation or expansion is for RTIO's Pilbara Iron Ore Business:

- (i) new power, water, rail and road infrastructure and associated infrastructure and works within the ILUA Area such as:
 - (A) power generation facilities to produce electricity;
 - (B) substations, power lines and switching yards;
 - (C) communication facilities and infrastructure ;
 - (D) gas and water pipelines, pumping stations and borefields;
 - (E) land fill sites;
 - (F) water storage dams and tanks;
 - (G) borrow pits and quarries;

- (H) access and haulage roads and tracks;
- (I) airports and related infrastructure;
- (J) rail infrastructure and works including multi-tracking of railways, sidings, marshalling yards and loops, maintenance and storage facilities, deviation of railways, rail corridors and movement of rail infrastructure, and associated buildings and works;
- (K) buffer zones, car parks and landscaped areas;
- (L) administrative offices and other buildings; and
- (M) associated buildings and works;
- (ii) iron ore processing infrastructure and works including:
 - (A) stockpiles;
 - (B) crushing and screening plants;
 - (C) conveyors;
 - (D) facilities for the blending of iron ore; and
 - (E) associated buildings and works;
- (iii) construction camps; and
- (iv) town infrastructure and accommodation infrastructure within the ILUA Area, including:
 - (A) dwellings;
 - (B) commercial facilities;
 - (C) open space and recreational facilities;
 - (D) dining facilities;
 - (E) communal facilities;
 - (F) roads;
 - (G) car parks;
 - (H) landfill sites;
 - (I) water treatment facilities; and
 - (J) associated buildings and works.

(c) In this clause 8.5, "Substantial Reason" means, subject to clause 8.5(d), on the balance of probabilities, it would have been unlikely to be developed, constructed or operated were it not required for RTIO's Pilbara Iron Ore Business, even though it may be used for other purposes.

(d) Where the Agreed Purpose is for town infrastructure comprising dwellings or commercial facilities within a town:

- (i) If:
 - (A) the dwellings or commercial facilities are being established in accordance with a Government Agreement or a requirement or right created in accordance with a Government Agreement that requires that not more than 20% of the total occupied, or to be occupied, dwellings or commercial facilities to be offered for sale or lease to the general public; and
 - (B) each of the dwellings or commercial facilities that are not required to be offered for sale or lease to the general public would have been unlikely to be developed or constructed were it not required for RTIO's Pilbara Iron Ore Business,
 then each of the dwellings or commercial facilities will be an Agreed Purpose;
- (ii) where clause 8.5(d)(i) does not apply, it will only be an Agreed Purpose if and insofar as each of the dwellings or commercial facilities would have been unlikely to be developed or constructed were it not required for RTIO's Pilbara Iron Ore Business.

For example:

-a subdivision done under a Government Agreement may be for an Agreed Purpose in circumstances where the land will be used for dwellings or commercial facilities in a town as part of RTIO's Pilbara Iron Ore Business, and that will be the case even if not more than 20% of the lots are required to be released to the general public.

- where the same release is not being done under a Government Agreement, or where it is being done under a Government Agreement that requires more than 20% of the lots to be released to the general public, only the individual lots that are required for RTIO's Pilbara Iron Ore Business will be an Agreed Purpose. This is the case even if RTIO's Pilbara Iron Ore Business is a Substantial Reason for the subdivision when viewed as a whole.

11.4 Consent to Future Acts- Native Title Act section 24CB

For the purposes of section 24EB(1) of the Native Title Act, the parties consent to all Agreed Acts to the extent they involve Future Acts without conditions but in accordance with this document.

11.6 Right to negotiate does not apply- Native Title Act section 24EB(1)(c)

The process set out in Subdivision P of Division 3 of Part 2 of the Native Title Act, known as the "right to negotiate" process, is not intended to apply to any Agreed Act.

Attachments to the entry

WI2012_10_Attachment A_Schedule 1_ Description of the agreement area.pdf

WI2012_10_Attachment B_Schedule 2_ Map of the agreement area.pdf