



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2018/009
Short name	Alinta-Kariyarra Electricity Infrastructure ILUA
ILUA type	Area Agreement
Date registered	02/11/2018
State/territory	Western Australia
Local government region	Shire of East Pilbara, City of Karratha, Town of Port Hedland

Description of the area covered by the agreement

2.2 The ILUA Area is the land and waters described in Schedule 2, a map of which appears in Schedule 3.
2.3 The written description of the ILUA Area in Schedule 2 prevails to the extent of any inconsistency between that written description and the map in Schedule 3.

[A copy of Schedules 2 and 3 are attached to this register extract.]

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 of ILUAs:

The agreement covers approximately 16,000 sq km and extends from about 50 km seaward to about 180 km inland of the town of Port Hedland.]

Parties to agreement

Applicant

Party name	Alinta DEWAP Pty Ltd
Contact address	Manager Pilbara O&M PO Box 8348 Perth BC WA 6849

Other Parties

Party name	Cyril Gordon, Donny Wilson and Kerry Robinson, in their capacity as registered native title claimant in respect of claimant application WAD6169/1998 on behalf of the Kariyarra People
Contact address	c/- Yamatji Marlpa Aboriginal Corporation Principal Legal Officer Level 8, 12-14 The Esplanade Perth WA 6000

Period in which the agreement will operate

Start date	15/03/2018
End Date	not specified

3.1 This ILUA commences when executed by all Parties.

3.2 This ILUA may be terminated:

3.2.1 by mutual agreement between the Parties in writing (whether or not the ILUA is Registered);

3.2.2 by the Company on no less than 20 Business Days' written notice from the Company to Kariyarra People following the expiry, forfeiture or surrender of all rights and interests in the ILUA Area comprising or granted pursuant to any Agreed Acts; or

3.2.3 by either Party, by written notice to the other Party following the termination of the Agreement under clauses 5.2.1 or 5.2.2 of the Agreement.

"Registered" means registered on the Register.

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

5.1 The Parties consent to the doing of the Agreed Acts.

5.2 The Parties acknowledge and agree that:

5.2.1 Subdivision P [of the *Native Title Act 1993* (Cth)] is not intended to apply to the doing of any Agreed Acts.

5.3 The Parties acknowledge and agree that the consent given under clause 5.1 includes consent to the doing of Agreed Acts:

5.3.1 in favour of the Company; and

5.3.2 in favour of persons other than the Company, including Related Bodies Corporate of the Company and other third parties, provided that:

5.3.2.1 any Agreed Act done in favour of a third party pursuant to this ILUA will only confer such rights as necessary or desirable for the conduct of Alinta's Business (including by only relating to an area of such size as is necessary or desirable for that purpose); and

5.3.2.2 the third party must not use the rights conferred under any Agreed Act for any purpose that is not in connection with Alinta's Business without the written consent of the Kariyarra People.

"Agreed Acts" means any future acts in relation to Crown Land in the ILUA Area which are necessary or desirable in connection with Alinta's Business, including the grant and renewal of:

(a) any lease or licence under the Land Administration Act;

(b) any easement under the Land Administration Act, the *Electricity Industry Act 2004* (WA) or the *Petroleum Pipelines Act 1969* (WA); and

(c) any miscellaneous licence under the *Mining Act 1978* (WA).

"Alinta's Business" means the design (including by the conduct of geotechnical, hydrological and hydrogeological, environmental, heritage and other surveys or investigations), construction, operation, maintenance, closure and rehabilitation of:

(a) any Generation Facilities within the Development Area;

(b) any Transmission Facilities or Distribution Facilities within the ILUA Area; and

(c) any Ancillary Facilities within the ILUA Area in connection with:

(i) any Generation Facilities referred to in (a) above; or

(ii) any Transmission Facilities or Distribution Facilities referred to in (b) above.

"Ancillary Facilities" means any infrastructure facility, building or structure other than Generation Facilities, Transmission Facilities and Distribution Facilities.

"Crown Land" has the meaning given to 'Crown land' in the Land Administration Act.

"Development Area" means that part of the ILUA Area outlined in green in the map in Schedule 5, which is part of the ILUA Area that is east and north of the Turner River.

"Distribution Facilities" means any apparatus, equipment, plant or buildings used, or to be used, for, or in connection with, the transportation of Electricity at nominal voltages of less than 66 kV.

"Electricity" means electrical energy of any kind however produced, stored, transported or consumed.

"Generation Facilities" means any apparatus, equipment, plant or buildings used, or to be used, for, or in connection with, the generation of Electricity from renewable or non-renewable sources.

"Land Administration Act" means the *Land Administration Act 1997* (WA).

"Related Body Corporate" has the meaning given in section 50 of the *Corporations Act 2001* (Cth).

"Transmission Facilities" means any apparatus, equipment, plant or buildings used, or to be used, for or in connection with, the transportation of Electricity at nominal voltages of 66 kV or higher.

Attachments to the entry

[WI2018_009 Schedule 2 - Written Description of the ILUA Area.pdf](#)

[WI2018_009 Schedule 3 - Map of the ILUA Area.pdf](#)