



Extract from Register of Indigenous Land Use Agreements

NNTT number	SI2013/002
Short name	Middleback Ranges SA ILUA
ILUA type	Area Agreement
Date registered	22/11/2013
State/territory	South Australia
Local government region	Corporation of the City of Whyalla, District Council of Franklin Harbour, Unincorporated Areas - SA

Description of the area covered by the agreement

'Agreement Area' means the area described as the Middleback Ranges Geographic Area in Schedule 1.

Schedule 1

The Middleback Ranges Geographic Area comprises the land within the boundaries marked in yellow on the map attached (also showing Previously Cleared Land marked in white), further described as the area within the following co-ordinates.

GDA94

Longitude	Latitude
137° 2' 34.36" E	33° 20' 6.71" S
137° 1' 40.20" E	32° 40' 49.68" S
137° 16' 51.50" E	32° 40' 34.02" S
137° 17' 52.40" E	33° 19' 50.66" S

[The map referred to in Schedule 1 is 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 area covers about 1,725 sq km located approximately 30 km west of Whyalla.]

Parties to agreement

Applicant

Party name OneSteel Manufacturing Pty Ltd
Contact address c/- Minter Ellison Lawyers
GPO BOX 1272
Adelaide SA 5001

Other Parties

Party name Elliot McNamara, Barry Croft and Howard Richards in their own right and on behalf of the Barngarla People
Contact address c/- Teitzel & Partners
PO BOX 1151
Manly NSW 2095

Period in which the agreement will operate

Start date 04/06/2013
End date not specified

2.1 This Agreement commences on the Agreement Date.

2.2 Subject to the provisions in this Agreement providing for early termination of this Agreement, this Agreement terminates on the later of the following two dates:

- (a) the date on which there are no longer any OneSteel Activities (including rehabilitation and any New OneSteel Activities) occurring on or in the Agreement Area; or
- (b) the date thirty (30) years after the Agreement Date.

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

[Explanatory notes in brackets inserted by the National Native Title Tribunal]

3.3 For the purpose of all Native Title Laws including section 24EB(1) of the NTA, the Parties consent to the doing of all New Future Acts, without conditions.

3.4 The following do not apply to any New Future Act in or related to the Agreement or any OneSteel Activity:

- (a) Sub-division P of Division 3, Part 2 of the NTA [...]

4.1 Barngarla, to the full extent of its lawful capacity so to do, hereby Validates, approves and Authorises (if necessary, retrospectively) all and any OneSteel Activities which occurred prior to the Agreement Date to the extent that those OneSteel Activities did, do or would impact on:

- (a) any Interests of Barngarla under Native Title Law [...]

4.2 Barngarla, to the full extent of its lawful capacity so to do, hereby Validates, approves and Authorises all and any of OneSteel's Activities which are occurring as at the Agreement Date to the extent that those OneSteel Activities did, do or would, but for this Agreement, impact on:

- (a) any Interests of Barngarla under Native Title Law [...]

5.1(a) Without limiting the operation of clause 3, but subject to clause 5.1(b), Barngarla consents to, Validates, approves and Authorises the following:

- (i) the doing of all New OneSteel Activities; and
- (ii) the conduct of all activities required, permitted or contemplated under an Interest resulting from a New OneSteel Activity; and
- (iii) any Permitted Activity.

1.1 Defined terms

Interest means each:

- (a) legal or equitable right or interest in any land or waters;
 - (b) right to occupy, use or traverse land or waters;
 - (c) right to mine, quarry, extract or explore for minerals or water;
 - (d) right, charge, power or licence over or in connection with land or waters;
 - (e) and any authorisation, permit or licence from any government, government agency or other competent authority in respect of land or waters; and
 - (f) and any right, permission, consent or entitlement related or incidental to any of the interests described in sub-paragraphs (a) to (e) inclusive above, including:
 - (i) freehold interests in land;
 - (ii) lease interests in land;
 - (iii) statutory licences and other authorities to use land in any way (including exploration authorities granted pursuant to the Mining Act and water permits of all kinds granted pursuant to the Natural Resources Management Act and/or the Water Resources Act and any other statutes mentioned in clause 8.4(b) or otherwise);
 - (iv) easements;
 - (v) rights of way over land;
 - (vi) Mining Authorities;
 - (vii) rights to or in respect of land granted under or in accordance with any of the Indenture Acts ;
 - and
 - (viii) renewals of any item the subject of this provision (including renewals of any grant made pursuant to the Mining Act);
- held by any person, company or other entity from time to time for the purpose of or in connection with or having the potential to affect the OneSteel Activities (and includes each of the items set out above in sub-paragraphs (a) to (f) inclusive).

OneSteel Activity (and OneSteel Activities) means any and all acts and activities of any kind undertaken, being undertaken or to be undertaken by OneSteel (or by any OneSteel Agent) in or on the Agreement Area before or after the Agreement Date, and any Interests related thereto, and includes any of the following:

- (a) all mineral and metal exploration (including proving up activities), mining and mining rehabilitation operations permitted or required pursuant to, or by, the Mining Act;
- (b) all mineral processing and treatment (including milling, concentration, refining and smelting), operations, facilities, works, infrastructure and activities at any place wholly or partly for the purpose of, directly associated with or directly in connection with the mining operations referred to in paragraph (a) of this definition, including:
 - (i) any electricity power supply, water supply, transport (including by transmission line, rail, pipeline or road) and accommodation infrastructure;
 - (ii) any quarrying; and
 - (iii) anything done or allowed to be done or capable of being done in accordance with the Indenture Acts;
- (c) the planning, design, operation, decommissioning and rehabilitation of all of the things described above in paragraph (b) of this definition;
- (d) all expansions and developments of and changes to any of the things described above in paragraph (b) of this definition;
- (e) any Past Acts (as defined in s. 228 of the NTA);
- (f) any Future Acts;
- (g) any New Future Acts;
- (h) any Intermediate Period Act;
- (i) the granting, variation of, replacement of, and dealings in any Interests in any way related to, or incidental to, any of the activities or matters covered by this definition including, but not limited to those matters referred to in paragraphs (a) to (h) inclusive of this definition; and
- (j) anything directly or indirectly relating to, or incidental to, any of the activities or matters referred to in paragraphs (a) to (i) inclusive of this definition.

Permitted Activity means any or all of the following:

- (a) aerial surveys;
- (b) geological and surveying field work;
- (c) sampling by hand methods;
- (d) ground-based geophysical surveys;
- (e) environmental monitoring rehabilitation and restoration; and
- (f) other ancillary non-destructive activities associated with the activities set out in clauses (a) to (e);

provided that in conducting the activities described above in paragraphs (a) to (f) inclusive of this definition there is no clearing of vegetation or creation of a road.

Attachments to the entry

[SI2013_002_Schedule 1_map of the agreement area.pdf](#)