



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2017/004
Short name	FMG - Palyku Land Access ILUA
ILUA type	Area Agreement
Date registered	03/11/2017
State/territory	Western Australia
Local government region	Shire of Ashburton, Shire of East Pilbara, Town of Port Hedland

Description of the area covered by the agreement

The agreement area is defined in clause 1 of the agreement. The description of the agreement area is contained at Appendix 3 to the agreement and a map of the agreement area is contained at Appendix 4 to the agreement.

[Copies of Appendix 3 and 4 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:

Agreement area covers about 9447 sq km, located approx. 68 km south of Marble Bar.]

Parties to agreement

Applicant

Party name	Fortescue Metals Group Ltd, The Pilbara Infrastructure Pty Ltd, Chichester Metals Pty Ltd (formerly FMG Chichester Pty Ltd)
Contact address	c/- Green Legal GPO Box 2522 Perth WA 6001

Other Parties

Party name	Frederick Stream, Elsa Derschow and Cheryl Yuline for themselves and on behalf of all Palyku People
Contact address	c/- MacLean Legal Suite 156, Level 2, Equus Building 580 Hay Street

Period in which the agreement will operate

Start date	not specified
End date	not specified

3. Commencement and Term

3.1 This Agreement commences upon being executed by the Parties.

3.2 The Agreement continues for the life of the Project.

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

4.1 The Palyku People consent to the grant and renewal of all Project Tenure.

6.3 Notwithstanding any other provision of this Agreement:

(1) for the purposes of s 24EB(1)(b) of the NTA [Native Title Act 1993 (Cth)], the parties state that they consent to the grant and renewal of all Project Tenure; and

(2) for the purposes of s 24EB(1)(c) of the NTA, the parties state that if apart from Subdivision E of Division 3 of Part 2 of the NTA, the grant or renewal of any Project Tenure would be an act to which Subdivision P of Division 3 of Part 2 of the NTA would apply, then Subdivision P of Division 3 of Part 2 of the NTA is not intended to apply, including where notice of the act has been given in accordance with s 29 of the NTA prior to the registration of this Agreement on the Register of Indigenous Land Use Agreements.

Definitions:

"Mining Tenure" means any:

- (a) Exploration Licence;
- (b) Ancillary Licence;
- (c) Mining Lease; and
- (d) Water Extraction Authority, that FMG acting reasonably may consider necessary or desirable for FMG Mining Operations, and includes any part or parts thereof

"Port Infrastructure" means such present and future infrastructure as FMG acting reasonably may consider necessary or desirable for the operation of a port;

"Port Tenure" means such present and future tenure within the Agreement Area as may be necessary or desirable for the construction and operation of the Port Infrastructure;

"Project Tenure" means the:

- (a) Railway Tenure;
- (b) Port Tenure; and
- (c) Mining Tenure;

"Railway Tenure" means such tenure within the Agreement Area as may be necessary or desirable to construct or operate the Railway Infrastructure;

"Railway Infrastructure" means such present and future infrastructure as FMG acting reasonably may consider necessary or desirable to operate a railway to the Port Infrastructure.

Attachments to the entry

[Appendix 3 Complete Description of the Agreement Area.pdf](#)

[Appendix 4 Map of the agreement area showing geographic coordinates.pdf](#)