



Extract from Register of Indigenous Land Use Agreements

NNTT number	SI2016/002
Short name	Barngarla/Central Eyre Iron Project ILUA
ILUA type	Area Agreement
Date registered	01/12/2016
State/territory	South Australia
Local government region	District Council of Cleve, District Council of Kimba, Wudinna District Council, District Council of Tumby Bay

Description of the area covered by the agreement

The agreement area is described in Schedule 1 of the agreement. Schedule 1 Part 1 describes all the land and waters within the external boundary of the seven (7) areas listed. Schedule 1 Part 2 describes the areas where native title is surrendered and extinguished. A copy of Schedule 1 is attached to this register extract.

A map of the agreement area is included in the agreement as Attachment 1. A copy of the map 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 two parts of the agreement area cover about 145.7 sq km. One part is outside Wudinna and the other extends from Warrambooo to south west of Port Neill.]

Parties to agreement

Applicant

Party name	Iron Road Limited
Contact address	c/- Finlaysons 81 Flinders Street Adelaide SA 5000

Other Parties

Party name	The Honourable John Rau, Attorney-General for and on behalf of the Crown in right of South Australia
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Contact address c/- Crown Solicitor's Office
Level 9, 45 Pirie Street
Adelaide SA 5000

Party name Barngarla Aboriginal Corporation

Contact address c/- Norman Waterhouse Lawyers
Level 15
45 Pirie Street
Adelaide SA 5000

Party name Mr Barry Croft, Mr Elliot McNamara and Mr Howard Richards on behalf of the Barngarla Native Title Claim Group

Contact address c/- Norman Waterhouse Lawyers
Level 15
45 Pirie Street
Adelaide SA 5000

Party name South Australian Native Title Services Limited

Contact address Level 4, 345 King William Street
Adelaide SA 5000

Period in which the agreement will operate

Start date 08/03/2016

End date not specified

This ILUA (other than clause 3) commences on the date of execution [8 March 2016] of this ILUA by all of the parties and continues:

- (a) until the permanent cessation of all Operations;
- (b) until the date upon which all of the Tenements and Ancillary Approvals/Contracts have expired or terminated for whatever reason;
- (c) until the date upon which all of the Land Interests permanently cease to be used for any purposes related directly or indirectly in any way to the Project; or
- (d) until Iron Road has fully complied with its rehabilitation and mine closure obligations under each PEPR and the Mining Act in relation to each of the Tenements, whichever occurs last.

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

3.2 For the purposes of section 24EB of the NTA, the parties consent to any person (including the Commonwealth and the State) doing each future act within the ILUA area during the Term which relates directly or indirectly in any way to the Project, including Iron Road, any Related Body Corporate of Iron Road and/or any Third Party doing any of the following, to the extent constituting a future act:

- (a) applying for and obtaining the Grant to it of any Ancillary Approval/Contract, any Extractive Minerals Lease and/or any Mineral Lease;
- (b) acquiring any Land Interest in relation to the CEIP Mining Lease, the Accommodation Village, the Rail Line, the Powerline, the Water Borefield & Pipeline and/or the Port;

(c) obtaining the Grant to it of any Land Interest by the State; and
(d) undertaking Operations,
within the ILUA area during the Term which relates directly or indirectly in any way to the Project.

3.3 The parties agree that Subdivision P of Division 3 of Part 2 of the NTA or any alternative State scheme approved pursuant to section 43 of the NTA (which deals with the right to negotiate) is not intended to apply to the doing of any future act by any person (including the Commonwealth and the State) within the ILUA area during the Term which relates directly or indirectly in any way to the Project.

3.4 (a) Subject to clause 3.4(b), the non-extinguishment principle applies to each future act done by any person (including the Commonwealth and the State) within the ILUA area during the Term which relates directly or indirectly in any way to the Project.

(b) The Barnjarla People surrender to the State all of their native title rights and interests in relation to the land and/or waters specified in Part 2 of Schedule 1.

(c) The surrender of native title rights and interests pursuant to clause 3.4(b) extinguishes the surrendered native title rights and interests.

(d) The extinguishment of native title rights and interests pursuant to clause 3.4(c) will occur immediately before the Grant to a member of Iron Road or a Third Party of a Land Interest in respect of the land and/or waters specified in Part 2 of Schedule 1.

'Project' means the Central Eyre Iron Project and includes the CEIP Mine, the Accommodation Village, the Rail Line, the Port, the Powerline and the Water Borefield & Pipeline, but excludes any and all exploratory operations pursuant to any exploration licence held by any member of the Iron Road Group.

Attachments to the entry

[Attachment 1 Map of the ILUA Area.pdf](#)

[SI2016_002 Schedule 1 of the Agreement.pdf](#)