



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2015/001
Short name	Nyikina Mangala Ungani Project Infrastructure ILUA
ILUA type	Body Corporate
Date registered	15/06/2015
State/territory	Western Australia
Local government region	Shire of Derby/West Kimberley

Description of the area covered by the agreement

The agreement covers the ILUA Area.

Clause 1.1 Definitions

"ILUA Area" means the area shown on the map and described in the Technical Description in Schedule 1.

[Copies of the map and technical description from Schedule 1 of the agreement 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 area subject to this agreement covers two areas equalling about 2 sq km and is located approximately 80 km south west of Derby.]

Parties to agreement

Applicant

Party name	Buru Energy Limited
Contact address	PO Box 7794 Cloisters Square Perth WA 6850

Other Parties

Party name	Diamond Resources (Fitzroy) Pty Ltd
Contact address	Level 35, Exchange Plaza 2 The Esplanade

Party name	Walalakoo Aboriginal Corporation RNTBC
Contact address	c/- KRED Enterprises Pty Ltd PO Box 3397 Broome WA 6725

Period in which the agreement will operate

Start date	not specified
End date	not specified

2. TERM

(a) Subject to clause 2(b), this document commences on the Commencement Date and will terminate at the same time as termination of the Ungani Co-existence Agreement in accordance with its terms.

(b) The rights and obligations of a party under clauses 6 and 11 which have accrued at the date of termination of this document pursuant to this clause will continue beyond such termination until the particular obligation is fulfilled and the provisions of this document including clauses 13 and 14 will continue to apply during that period.

(c) No breach of this document by any party will give the other party a right to terminate this document but that party may exercise any right or remedy otherwise available to it in respect of such a breach.

(d) Following the termination of this document:

(i) any party may give written notice of its termination to the Registrar and apply for its removal from the Register;

(ii) despite section 24EA(1) of the Native Title Act, but subject to clause 2(b), the parties are not required to comply with this document between its termination and removal from the Register.

1.1 DEFINITIONS

"Commencement Date" means the date on which all parties to this document have executed it.

"Ungani Co-existence Agreement" means the document of that name between the parties (among others) entered into contemporaneously with this document.

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

7.3 CONSENT TO THE DOING OF FUTURE ACTS - NTA SECTION 24EB(1)

For the purposes of section 24EB(1) of the NTA, the parties consent to the Grant of the Easements in accordance with this document, to the extent that each of them is a Future Act, in the ILUA Area.

7.4 RIGHT TO NEGOTIATE DOES NOT APPLY - NTA SECTION 24EB(1)(c)

Subdivision P of Division 3, Part 2 of the NTA does not apply and is not intended to apply to the Grant of any Easement granted in accordance with this document while this document is Registered.

6.1 GRANT OF EASEMENTS

The Nyikina Mangala People agree to the Grant of:

- (i) the Project Pipeline and Road Easement;
- (ii) the Load Out Facility Easement; and/or
- (iii) an easement that provides for the purposes of both the Project Pipeline and Road Easement and Load Out Facility Easement provided that it is over no greater or different area than each of them (Easements).

1.1 DEFINITIONS

"Grant" includes grant, renew, extend, re-grant and re-make.

"NTA" means the Native Title Act 1993 (Cth).

"Easements" has the meaning in clause 6.1.

"Load out Facility Easement" means a Crown easement or Crown lease for the purposes of a load out facility and other facilities described in the Load Out Facility HIA Notice attached in Schedule 2 [of the agreement] which will be a maximum area of 400m by 400m and located within the area identified on the map in Schedule 1 [a copy of the map in Schedule 1 is attached to this Register extract].

"Nyikina Mangala Native Title Area" means the land and waters the subject of the Approved Determination Watson on behalf of the Nyikina Mangala People v State of Western Australia (No 6) [2014] FCA 545 recognising the Nyikina Mangala People as the common law holders of native title.

"Production Licences" means the applications for and any production licence Granted pursuant to production licence applications STP-PRA-0004 and STP-PRA-0005.

"Project Pipeline and Road Easement" means Crown tenure for the purposes of up to two petroleum pipelines and an access road:

- (a) which will be an easement for a maximum area of 20 meters in width between the Load Out Facility Easement and the central production facility within the boundary of the Production Licences;
- (b) which will be a lease or an easement for the area of the central production facility with the boundary of the Production Licences; and
- (c) to the extent that it is within the Nyikina Mangala Native Title Area, is within the area identified on the map in Schedule 1 [a copy of the map in Schedule 1 is attached to this Register extract].

Attachments to the entry

[WI2015_001 Schedule 1 Map of Agreement Area.pdf](#)

[WI2015_001 Schedule 1 Technical Description of Agreement Area.pdf](#)